



**AGENDA
VILLAGE COUNCIL MEETING
VILLAGE HALL COUNCIL CHAMBERS
226 CYPRESS LANE ■ PALM SPRINGS, FL 33461
JANUARY 12, 2023
6:30 PM**

COUNCIL

- ☐ Mayor Bev Smith
- ☐ Vice Mayor Doug Gunther
- ☐ Mayor Pro Tem Joni Brinkman
- ☐ Council Member Patti Waller
- ☐ Council Member Gary Ready

ADMINISTRATION

- ☐ Village Manager Michael Bornstein
- ☐ Village Attorney Glen Torcivia
- ☐ Village Clerk Kimberly Wynn

If a person decides to appeal any decision made by the Council concerning any considered matter, they will need a record of the proceeding. For such purposes, they may need to ensure that a verbatim record of the proceedings is available. The recording includes the testimony and evidence upon which the appeal is to be based.

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

Motion	Second	Vote
--------	--------	------

CONSENT AGENDA

(Public Comment on Consent Agenda Items is permissible prior to voting)

1. **November 10, 2022 Village Council Regular Meeting Minutes:** Approval of November 10, 2022, Village Council Regular Meeting Minutes.
Staff: Kimberly Wynn, Village Clerk

2. **Resolution No. 2023-01 - Supporting the 2023 Florida League of Cities (FLC) Legislative Platform:** Motion to Approve Resolution No. 2023-01 to support the FLC legislative platform.
Staff: Kimberly Wynn, Village Clerk
3. **Work Authorization No. 5 - Piggyback - Roadway Asphalt Milling & Resurfacing - Public Works Department (FY 22/23 Budget Funded) - Ranger Construction Industries, Inc.** - Motion for approval of Work Authorization No. 5 with Ranger Construction Industries, Inc., in the amount of \$155,707.31 for milling and resurfacing five (5) roadways within the Village. Funding to support Work Authorization No 5 is available within the FY 2023 - General Fund.
Staff: Timothy Crespo, Assistant Public Works Director
4. **Temporary Use Permit - FDOT - Lake Worth Road - 3475 2nd Avenue North:** Motion for approval of an application submitted by Mr. Kevin McGinley, "Agent for the Applicant," Zahlene Enterprises Inc., for a Temporary Use Permit for two (2) years with the intent of allowing construction staging area for the reconstruction of a Lake Worth Road project located at 3475 2nd Avenue North (FDOT project number T4605).
Staff: Iramis Cabrera, PZB Director
5. **Trenchless Technology Rehabilitation and Related Products and Services Agreement - Cooperative Purchasing - Utilities Department (FY 2023 Budget Funded) SAK Construction, LLC.:** Motion to approve a Service Agreement with SAK Construction, LLC to provide as-needed, trenchless technology rehabilitation, as a need to line (or repair) our wastewater collection pipes throughout the Village and our utility service area due to cracks and leaks within the existing piping, as well as to do various sewer manhole repairs. Funding to support purchases under this proposed agreement is available within the FY 2023 Budget - Water & Sewer Enterprise Fund.
Staff: Paul Ward, Assistant Director of Utilities
6. **Submersible Pump Purchase - Utilities Department (FY 2023 Budget Funded - Water & Sewer Enterprise Fund) - PSI Technologies, Inc.:** Motion to approve an agreement with PSI Technologies, Inc., Hudson Pump & Equipment, and Wastewater Solutions, LLC, in the amount of \$59,220 for the purchase of submersible pumps to replace three (3) aging pumps used at the Main Water Treatment Plant in the MIEX Transfer Station. Funds to support the proposed purchase are available within the FY 2023 Budget - Water & Sewer Enterprise Fund.
Staff: Paul Ward, Assistant Director of Utilities
7. **Change Order No. 2 - Gulfstream Road Stormwater Improvements Project (Task Order No. 277) - Public Works Department (FY 2023 Budget Funded -**

Stormwater Enterprise Fund) - Hinterland Group, Inc.: Motion for approval of Change Order No. 2 (Task Order No. 277) for Gulfstream Improvements to provide a credit of \$29,000 for additional and revised construction services for Hinterland Group, Inc. Also, extend the project completion date by 42 calendar days (total contract completion time from 150 days to 259 days). Funding to support the Gulfstream Road Stormwater Improvements Project (Task Order No. 277) was provided by the Stormwater Enterprise Fund.

Staff: Walter Sanchez, Project Manager

8. **Work Authorization No. SAK-U03 Trenchless Rehabilitation Services (Sewer Lining) (FY 2023 Budget Funded - Water & Sewer Enterprise Fund) - SAK Construction, LLC.** - Motion for approval of Work Authorization No. SAK-U03 with SAK Construction, LLC for the amount of \$268,988.00 for sewer lining and manhole rehabilitation for the Village's utility system. Funding to support purchases under this proposed agreement is available within the FY 2023 Budget - Water & Sewer Enterprise Fund.

Staff: Paul Ward, Assistant Director of Utilities

End of Consent Agenda....

Motion	Second	Vote
--------	--------	------

PRESENTATIONS

9. **Presentation - 2022 Christmas Decorating Contest Awards**

Staff: Justin Lucas, Director of Parks & Recreation

10. **Crossing Guard Appreciation Day February 3, 2023** - Recognizing the Village of Palm Springs Crossing Guards with a proclamation.

Staff: Kimberly Wynn, Village Clerk

11. **Palm Springs 2022 Community Survey - The National Community Survey/Polco:** Mr. Brandon Barnett and Steven Vickers, Survey Specialists with the National Research Center/Polco, will present the first scientific Palm Springs 2022 Community Survey.

Staff: Kimberly Glas-Castro, Assistant Village Manager

PUBLIC COMMENT (Three minute limit)

REGULAR AGENDA

12. **Village Manager Annual Evaluation:** The Village Council will discuss their annual evaluation of the Village Manager, Michael Bornstein.

Staff: Kimberly Wynn, Village Clerk

PUBLIC HEARINGS

13. **(Second Reading/Quasi-Judicial Hearing) Ordinance No. 2022-12 - Land Use Amendment and Rezoning (Small-Scale) - Oxygen Development:** A motion to approve Ordinance No. 2022-12 to amend a small-scale land use and zoning designation for 17.74 acres comprised of eleven parcels. To facilitate an industrial development project that is a proposed small-scale land use change from a Commercial and Medium Density Residential to a Light Industrial, concurrent with rezoning from Commercial General (CG) and Residential Multiple-Family (RM) to Light Industrial (LI) for manufacturing and warehouse facilities at the Oxygen Development west of Congress Avenue and north of Forest Hill Boulevard.
Staff: Iramis Cabrera, PZB Director

Motion	Second	Vote
--------	--------	------

14. **(Quasi-Judicial Hearing) Resolution No. 2023-03 - Light Industrial Planned Development Site Plan (SPR22-16) - Oxygen Development - 1525 South Congress Avenue:** Motion to approve Resolution No. 2023-03, of an application for a Site Development Plan (SPR22-16) submitted by Mr. Marty R. A. Minor, agent for the owner, Oxygen Holdings LLC. requested to expand the Oxygen Development site to include a 150,780 square-foot warehouse building on 17.74 acres (comprised of eleven parcels). At present, Oxygen Development leases warehouse space off-site, but wants to bring that use to its existing campus located at 1525 South Congress Avenue. The Congress Avenue District of the Palm Springs Community Redevelopment Agency (CRA) would benefit from redevelopment, and revenue could be increased through Tax Increment Financing (TIF).
Staff: Iramis Cabrera, PZB Director

Motion	Second	Vote
--------	--------	------

15. **(Second Reading) Ordinance No. 2022- 13 - Village Code Amendment - Chapter 34 - Land Development - Article VI, Land Use, Section 34-890 - Home Occupations and Article IV, Signs, Section 34-328 - Wall, Under Canopy, and Window Signs:** Motion for approval of Ordinance No. 2022-13; amending Section 34-328 in the Village Code of Ordinances, to permit and regulate home-based businesses to conform to amendments to Florida Statute 559.955, and to the Home Occupation Code. To minimize adverse impacts from a zoning perspective on residential neighborhoods, Section 34-890 has been modified; and Section 34-328 has been amended to allow and regulate home-based business signage.
Staff: Iramis Cabrera, PZB Director

Motion	Second	Vote
--------	--------	------

16. **(Second Reading) Ordinance No. 2022-14 Village Code Amendment - Chapter 2 - Local State of Emergency**: Motion for Approval of Ordinance No. 2022-14 to modify the procedures by which a local state of emergency is declared in the Village.

Staff: Kimberly Glas-Castro, Assistant Village Manager

Motion	Second	Vote
--------	--------	------

ACTIONS AND REPORTS

VILLAGE MANAGER COMMENTS

VILLAGE COUNCIL COMMENTS

ADJOURNMENT

NEXT MEETING
THURSDAY, JANUARY 26, 2023
VILLAGE COUNCIL SPECIAL MEETING AT 6:30 PM
(IMMEDIATELY FOLLOWING THE LPA MEETING)

Village of Palm Springs

Title VI/Nondiscrimination Policy

I. Policy Statement:

The Village of Palm Springs values diversity and welcomes input from all interested parties, regardless of cultural identity, background, or income level. Moreover, the Village believes the best programs and services result from careful consideration of the needs of all its communities and when those communities are involved in the decision-making process. The Village does not tolerate discrimination in any of its programs, services, or activities. Pursuant to Title VI of the Civil Rights Act of 1964 and other federal and state authorities, the Village will not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, or family status.

II. Persons with Disabilities:

Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA) and related federal and state laws and regulations forbid discrimination against those who have disabilities. These laws require federal-aid recipients and other government entities to take affirmative steps to reasonably accommodate those with disabilities and ensure that their needs are equitably represented.

The Village will make every effort to ensure that its facilities, programs, services, and activities are accessible to those with disabilities. The Village will also make every effort to ensure that its advisory committees, public involvement activities and all other programs, services and activities include representation by communities with disabilities and disability service groups.

The Village encourages the public to report any facility, program, service, or activity that appears inaccessible to those who are disabled. Also, the Village will provide reasonable accommodation to individuals with disabilities who wish to participate in public involvement events or who require special assistance to access facilities, programs, services, or activities. Because providing reasonable accommodation may require outside assistance, the Village asks that requests be made at least three (3) business days prior to the need for accommodation. Questions, concerns, comments, or requests for accommodation should be made to the Village ADA Officer:

Name: Ashley Saingilus
Address: 226 Cypress Lane, Palm Springs, FL 33461
Email: asaingilus@vpsfl.org
Phone: (561) 584-8200 Ext. 8419

III. Complaint Procedures:

The Village has established a discrimination complaint procedure and will take prompt and reasonable action to investigate and eliminate discrimination when found. Any person who believes that he or she has been subjected to discrimination based upon race, color, national origin, sex, religion, age, disability or family status in any Village program, service or activity may file a complaint with the Village Title VI/Nondiscrimination Coordinator:

Name: Janette Piedra, Human Resources Manager
Address: 226 Cypress Lane, Palm Springs, FL 33461
Email: jpiedra@vpsfl.org
Phone: (561) 584-8200 Ext. 8421



MINUTES
VILLAGE HALL - COUNCIL CHAMBERS
226 CYPRESS LANE VILLAGE OF PALM SPRINGS, FLORIDA
NOVEMBER 10, 2022 AT 6:30 PM

CALL TO ORDER

Mayor Bev Smith called the Village Council Regular Meeting to order at 6:43 PM (Immediately following the LPA Meeting).

ROLL CALL

Present: Vice-Mayor Doug Gunther, Mayor Pro Tem Joni Brinkman, Council Member Patti Waller, Council Member Gary Ready, Village Attorney Glen Torcivia, Village Manager Michael Bornstein, and Village Clerk Kimberly Wynn

Absent: Council Member Patti Waller

Also Present: Village Clerk Kimberly Wynn, Assistant Village Manager Kim Glas-Castro, Police Chief Tom Ceccarelli, as Sergeant-in-Arms, Assistant Utilities Director Paul Ward, and Utilities Director Dr. Jimmy Johnson.

INVOCATION

The Village Manager, Michael Bornstein, led the Invocation.

PLEDGE OF ALLEGIANCE

The Council led in the Pledge of Allegiance.

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

Mr. Bornstein noted no additions or deletions; however, updated information is available for Item #25 (SEIU Agreement - Reopener Amendments). He explained that because of the Tropical Storm/Hurricane Nicole, the SEIU vote scheduled to take place on Wednesday, November 9, 2022, was postponed. However, he wanted to move forward. Therefore, if SEIU fails to pass the vote, staff will bring back to the Council.

Council Member Ready made a motion to approve the agenda. Vice-Mayor Gunther seconded the motion. The motion carried 4-0.

CONSENT AGENDA

1. First Amendment to the Agreement for Professional Services - Federal Terms & Conditions Chen Moore & Associates, Inc.: Motion to approve First Amendment to the Agreement for Professional Services with Chen Moore & Associates, Inc., to add terms and conditions required when federal funds are being expended on a project. There is no fiscal impact. The language in this amendment is required for the Village to utilize federal funding.

Staff: Walter Sanchez, Project Manager

SUMMARY: Village Staff requests approval of a First Amendment to Agreement for Professional Services with Chen Moore & Associates, Inc. to add terms and conditions required when federal funds are used.

Chen Moore & Associates, Inc. is authorized to provide engineering design services for the Davis Rd Stormwater Improvements project - Task Order 291 - funded with American Rescue Plan Act (ARPA) dollars. The federal terms and conditions in the proposed Amendment must be included in all agreements/contracts using ARPA funds.

Note: On September 27, 2018, the Village issued a Request for Qualifications (RFQ) for General Consulting Services - Continuing Contracts Services (RFQ 2019R-001) under the Consultants Competitive Negotiation Act (CCNA) - Section 287.55, Florida Statutes.

As a result, on April 4, 2019, the Village selected eight (8) firms to provide professional engineering, architecture, planning, and surveying services related to roadways, stormwater, parks, facilities, and master plans:

- Chen Moore & Associates, Inc.
- Corradino Group, Inc.
- Craven Thompson & Associates, Inc.
- DRMP, Inc.
- Erdman Anthony of Florida, Inc.
- RJ Behar & Company, Inc.
- Simmons & White, Inc.
- Wantman Group, Inc.

The initial five-year term will expire in April 2024, and each agreement will be eligible for three (3) one-year renewals.

The Village Attorney prepared the proposed First Amendment and reviewed it with the Assistant Village Manager and Project Manager.

Fiscal Impact: There is no fiscal impact. The language in this amendment is required

for the Village to utilize federal funding.

2. First Amendment to the Agreement for Professional Services - Federal Terms & Conditions RJ Behar & Company, Inc.: Motion to approve a First Amendment to the Professional Services Agreement with RJ Behar & Company, Inc. to add terms and conditions required when federal funds like the American Rescue Plan Act (ARPA) are being expended on a project. There is no fiscal impact. The language in this amendment is required for the Village to utilize federal funding.

Staff: Walter Sanchez, Project Manager

SUMMARY: Village Staff requests approval of a First Amendment to Agreement for Professional Services with RJ Behar & Company, Inc. to add terms and conditions required when federal funds are being expended on a project.

RJ Behar & Company, Inc. has been authorized as one of the firms to provide engineering design services on future projects eligible to be funded with American Rescue Plan Act (ARPA) dollars. All agreements/contracts for which ARPA funds will be utilized must include the federal terms and conditions presented in the proposed Amendment.

Note: On September 27, 2018, the Village issued a Request for Qualifications (RFQ) for General Consulting Services - Continuing Contracts Services (RFQ 2019R-001) under the Consultants Competitive Negotiation Act (CCNA) - Section 287.55, Florida Statutes.

On April 4, 2019, the Village selected eight (8) firms to provide professional engineering, architecture, planning, and surveying services related to roadways, stormwater, parks, facilities, and master plans:

- Chen Moore & Associates, Inc.
- Corradino Group, Inc.
- Craven Thompson & Associates, Inc.
- DRMP, Inc.
- Erdman Anthony of Florida, Inc.
- RJ Behar & Company, Inc.
- Simmons & White, Inc.
- Wantman Group, Inc.

The initial five-year term will expire in April 2024, and each agreement will be eligible for three (3) one-year renewals.

The Assistant Village Manager and Project Manager reviewed the proposed First Amendment prepared by the Village Attorney.

Fiscal Impact: There is no fiscal impact. The language in this amendment is required

for the Village to utilize federal funding.

3. **First Amendment to the Construction Services Agreement - Federal Terms & Conditions - Hinterland Group, Inc.:** Motion to approve a First Amendment to the Construction Services Agreement with Hinterland Group to add federal terms and conditions to the agreement as required if and when federal funds are used. Hinterland Group, Inc. uses American Rescue Plans Act Funds for the Gulfstream Road Stormwater Improvement project (Task Order 277). The First Amendment to the Construction Services Agreement does not have a fiscal impact on the Village. This request has no fiscal impact on the Village.

Staff: Walter Sanchez, Project Manager

SUMMARY: Village Staff is requesting approval of a First Amendment to Agreement for Construction Services with Hinterland Group, Inc. to add terms and conditions required when federal funds are being expended on a project.

Hinterland Group, Inc. has been authorized to provide construction services for the Gulfstream Road Stormwater Improvements project - Task Order 277 - which is funded with American Rescue Plan Act (ARPA) dollars. All agreements/contracts for which ARPA funds will be utilized must include the federal terms and conditions presented in the proposed Amendment.

Note: On December 9, 2021, the Village issued an Invitation to Bid (ITB 2022B-004) for the installation of a new drainage pipe along Gulfstream Road between Lake Worth Road and Lakewood Road and between the L-11 Canal and 10th Avenue North. This process was completed by the Village through a competitive selection process - Gulfstream Road Stormwater Improvements (ITB No. 2022B-004 - December 9, 2021).

As a result, on March 10, 2022, the Village awarded a contract to the Hinterland Group, Inc. for stormwater improvements along Gulfstream Road.

The proposed First Amendment was prepared by the Village Attorney and reviewed by the Assistant Village Manager and Project Manager.

Fiscal Impact: There is no fiscal impact. The language in this amendment is required for the Village to utilize federal funding.

4. **First Amendment to the Agreement for Professional Services - Federal Terms & Conditions Craven Thompson & Associates, Inc.:** Motion to approve a First Amendment to the Agreement for Professional Services with Craven Thompson & Associates, Inc., to add terms and conditions required when federal funds such as the American Rescue Plan Act (ARPA) are being expended on a project. There is no fiscal impact. The language in this amendment is required for the Village to utilize federal funding.

Staff: Walter Sanchez, Project Manager

SUMMARY: Village Staff requests approval of a First Amendment to Agreement for Professional Services with Craven Thompson & Associates, Inc. to add terms and conditions required when federal funds are being expended on a project.

Craven Thompson & Associates, Inc. has been authorized to provide engineering design services for the Gulfstream Rd Stormwater Improvements project - Task Order 277 - which is funded with American Rescue Plan Act (ARPA) dollars. All agreements/contracts for which ARPA funds will be utilized must include the federal terms and conditions presented in the proposed Amendment.

Note: On September 27, 2018, the Village issued a Request for Qualifications (RFQ) for General Consulting Services - Continuing Contracts Services (RFQ 2019R-001) under the Consultants Competitive Negotiation Act (CCNA) - Section 287.55, Florida Statutes.

As a result, on April 4, 2019, the Village selected Eight (8) firms to provide professional engineering, architecture, planning, and surveying services related to roadways, stormwater, parks, facilities, and master plans:

- Chen Moore & Associates, Inc.
- Corradino Group, Inc.
- Craven Thompson & Associates, Inc.
- DRMP, Inc.
- Erdman Anthony of Florida, Inc.
- RJ Behar & Company, Inc.
- Simmons & White, Inc.
- Wantman Group, Inc.

The initial five-year term will expire in April 2024, and each agreement will be eligible for three (3) one-year renewals.

The proposed First Amendment was prepared by the Village Attorney and reviewed by the Assistant Village Manager and Project Manager.

Fiscal Impact: There is no fiscal impact. The language in this amendment is required for the Village to utilize federal funding.

5. First Amendment to the Agreement for Professional Services - Federal Terms & Conditions DRMP, Inc.: Motion to approve a First Amendment to Agreement for Professional Services with DRMP, Inc. to add terms and conditions required when federal funds are being expended on a project. DRMP, Inc. has been authorized to provide engineering design services for the Lakewood Road

West of Kirk Stormwater Improvements project - Task Order 293 - funded with American Rescue Plan Act (ARPA) dollars. There is no fiscal impact. The language in this amendment is required for the Village to utilize federal funding.

Staff: Walter Sanchez, Project Manager

SUMMARY: Village Staff is requesting approval of a First Amendment to Agreement for Professional Services with DRMP, Inc. in order to add terms and conditions required when federal funds are being expended on a project.

DRMP, Inc. has been authorized to provide engineering design services for the Lakewood Road West of Kirk Stormwater Improvements project - Task Order 293, which is funded with American Rescue Plan Act (ARPA) dollars. All agreements/contracts for which ARPA funds will be utilized must include the federal terms and conditions presented in the proposed Amendment.

Note: On September 27, 2018, the Village issued a Request for Qualifications (RFQ) for General Consulting Services - Continuing Contracts Services (RFQ 2019R-001) under the Consultants Competitive Negotiation Act (CCNA) - Section 287.55, Florida Statutes.

As a result, on April 4, 2019, the Village selected eight (8) firms to provide professional engineering, architecture, planning, and surveying services related to roadways, stormwater, parks, facilities, and master plans:

- Chen Moore & Associates, Inc.
- Corradino Group, Inc.
- Craven Thompson & Associates, Inc.
- DRMP, Inc.
- Erdman Anthony of Florida, Inc.
- RJ Behar & Company, Inc.
- Simmons & White, Inc.
- Wantman Group, Inc.

The initial five-year term will expire in April 2024, and each agreement will be eligible for three (3) one-year renewals.

The proposed First Amendment was prepared by the Village Attorney and reviewed by the Assistant Village Manager and Project Manager.

Fiscal Impact: There is no fiscal impact. The language in this amendment is required for the Village to utilize federal funding.

6. **Second Amendment to a Professional Services Agreement - Federal Terms & Conditions - Eckler Engineering:** A motion to approve an amendment to Eckler Engineering's Professional Services Agreement containing additional

terms and conditions requiring the expenditure of federal funds. This request does not have a fiscal impact on the Village; however, the vendor needs permits from the Village for federally funded projects.

Staff: Kimberly Glas-Castro, Assistant Village Manager

SUMMARY: Village Staff requests approval of a Second Amendment to the Agreement for Professional Services with Eckler Engineering in order to add terms and conditions required when federal funds are being expended on a project.

Eckler Engineering has been authorized to provide engineering design/construction oversight services for the Congress Avenue Sanitary Sewer Project - Task Order 305 - funded with American Rescue Plan Act (ARPA) dollars. Every agreement and contract must include federal terms and conditions when ARPA funds are utilized.

Note: On March 15, 2018, the Village issued a Request for Qualifications (RFQ) for Professional Engineering, Architectural, and Surveying Consulting Services (RFQ 2018R-002) under the Consultants Competitive Negotiation Act (CCNA) - Section 287.55, Florida Statutes.

On June 14, 2018, the Village selected three (3) firms to provide design and construction management services for water and wastewater:

- Eckler Engineering, Inc.
- Holtz Consulting Engineers
- Kimley-Horn & Associates

On December 13, 2018, the First Amendment to each Professional Services Agreement was approved to include standard indemnification language.

The initial five-year term will expire in September 2023, and each agreement will be eligible for three (3) one-year renewals.

The Village Attorney prepared the proposed Second Amendment and reviewed it with the Assistant Village Manager and Project Manager.

Fiscal Impact: The proposed request does not have a fiscal impact on the Village. Permits the Village to utilize this vendor for federally funded projects.

7. **Second Amendment to the Agreement for Professional Services - Federal Terms & Conditions - Wantman Group, Inc.:** Approval of a Second Amendment to Agreement for Professional Services with Wantman Group, Inc., to add terms and conditions required when federal funds are being expended on a project. This request does not have a fiscal impact on the Village.

Staff: Walter Sanchez, Project Manager

SUMMARY: Village Staff requests approval of the Second Amendment to the Agreement for Professional Services with Wantman Group, Inc. to include federal funding conditions.

Wantman Group, Inc. has been authorized as one of the firms to provide engineering design services on future projects eligible to be funded with American Rescue Plan Act (ARPA) dollars. All agreements/contracts for which ARPA funds will be utilized must include the federal terms and conditions presented in the proposed Amendment.

Note: On September 27, 2018, the Village issued a Request for Qualifications (RFQ) for General Consulting Services - Continuing Contracts Services (RFQ 2019R-001) under the Consultants Competitive Negotiation Act (CCNA) - Section 287.55, Florida Statutes.

As a result, on April 4, 2019, the Village selected eight (8) firms to provide professional engineering, architecture, planning, and surveying services related to roadways, stormwater, parks, facilities, and master plans:

- Chen Moore & Associates, Inc.
- Corradino Group, Inc.
- Craven Thompson & Associates, Inc.
- DRMP, Inc.
- Erdman Anthony of Florida, Inc.
- RJ Behar & Company, Inc.
- Simmons & White, Inc.
- Wantman Group, Inc.

The initial five-year term will expire in April 2024, and each agreement will be eligible for three (3) one-year renewals.

On July 25, 2019, Wantman Group approved an amendment to its Professional Services Agreement, adding a Senior GIS Analyst to the rate schedule and modifying the position description.

The Assistant Village Manager and Project Manager reviewed the proposed Second Amendment prepared by the Village Attorney.

Fiscal Impact: There is no fiscal impact. The language in this amendment is required for the Village to utilize federal funding.

8. **Second Amendment to a Professional Services Agreement - Federal Terms & Conditions - Holtz Consulting Engineers, Inc.:** Motion to approve a Second Amendment to the Agreement for Professional Services with Holtz Consulting

Engineers to add terms and conditions required when federal funds are being expended on a project. The proposed request does not have a fiscal impact on the Village; however, it allows the Village to use this vendor for federally funded projects.

Staff: Kimberly Glas-Castro, Assistant Village Manager

SUMMARY: Village Staff requests approval of a Second Amendment to the Agreement for Professional Services with Holtz Consulting Engineers in order to add terms and conditions required when federal funds are being expended on a project. Holtz Consulting Engineers has been authorized to provide engineering design services for the Congress Avenue Sanitary Sewer Project - Task Order 305 - funded with American Rescue Plan Act (ARPA) dollars. Every agreement and contract must include federal terms and conditions when ARPA funds are utilized.

Note: On March 15, 2018, the Village issued a Request for Qualifications (RFQ) for Professional Engineering, Architectural, and Surveying Consulting Services (RFQ 2018R-002) under the Consultants Competitive Negotiation Act (CCNA) - Section 287.55, Florida Statutes.

On June 14, 2018, the Village selected three (3) firms to provide design and construction management services for water and wastewater:

- Eckler Engineering, Inc.
- Holtz Consulting Engineers, Inc.
- Kimley-Horn & Associates

On December 13, 2018, Council approved the First Amendment to the Professional Services Agreement to include standard indemnification language.

The initial five-year term will expire in September 2023, and each agreement will be eligible for three (3) one-year renewals.

The Village Attorney prepared a proposed Second Amendment and reviewed it with the Assistant Village Manager and Project Manager.

Fiscal Impact: The proposed request does not have a fiscal impact on the Village. It allows the Village to use this vendor for federally funded projects.

9. **Fourth Amendment to the Agreement for Professional Services - Federal Terms & Conditions and Time Extension - Engenuity Group, Inc.:** Motion to approve a Fourth Amendment to the Agreement for Professional Services with Engenuity Group, Inc., to include federal terms and conditions required when ARPA funds are used or expended on a project. In addition, it extends the

agreement to an additional final one (1) year term that expires on March 11, 2024. Engenuity Group provides engineering design and construction oversight services for the Lakewood Road (East) Stormwater Project - Task Order 249. The request does not have a fiscal impact on the Village.

Staff: Kimberly Glas-Castro, Assistant Village Manager

SUMMARY: Village Staff requests approval of a Fourth Amendment to the Agreement for Professional Services with Engenuity Group, Inc., to add terms and conditions required when federal funds are being expended on a project. Also, because the current agreement expires in less than six months, staff recommends extending the contract for a third and final one (1) year term.

Engenuity Group is authorized to provide engineering design and construction oversight services for the Lakewood Road (East) Stormwater Project - Task Order 249, which is funded with funds obtained under the American Rescue Plan Act (ARPA). Every agreement and contract must include federal terms and conditions when ARPA funds are utilized. The proposed 4th Amendment also consists of an Agreement extension, which would otherwise expire on March 24, 2023.

On December 16, 2015, the Village issued a Request for Qualifications (RFQ) for Professional Engineering, Architectural, and Surveying Consulting Services (RFQ 2016-002) under the Consultants Competitive Negotiation Act (CCNA) - Section 287.55, Florida Statutes.

As a result, on March 10, 2016, the Village selected four (4) firms to provide design and construction management services for water, wastewater, infrastructure facilities, general engineering services, plat, and plan review services, and building design/review services:

- Keshavarz & Associates
- Calvin Giordano & Associates, Inc.
- Engenuity Group, Inc.
- Eckler Engineering, Inc.

In order to specify the terms and fees of the Professional Services Agreement, the first amendment was approved on May 12, 2016. It clarified the agreement to proceed with RFQ No. 2016-002 for a five (5) year term with the option of three (3) one-year extensions.

The initial five-year term expired in 2021, and the Second Amendment to the Agreement was approved on March 11, 2021, to provide the first (1) year renewal in consideration of the ongoing Task Orders that we have with each firm, and on February 10, 2022, the Third Amendment to the Agreement was approved for the second, one (1) year renewal.

The proposed Fourth Amendment for Engenuity Group proposes the final one-year term, and if approved would extend the Agreement until March 11, 2024.

The proposed Fourth Amendment was prepared by the Village Attorney and reviewed by the Assistant Village Manager and Project Manager.

Fiscal Impact: The proposed request does not have a fiscal impact on the Village.

10. Fourth Amendment to the Agreement for Professional Services - Federal Terms & Conditions and Time Extension - Keshavarz & Associates, Inc.:

Motion to approve a Fourth Amendment to the Agreement for Professional Services with Keshavarz & Associates, Inc., to provide general engineering design and construction oversight services for the Village for the Lake Worth Road Stormwater Project - Task Order 298. The Fourth Amendment to the Agreement for Professional Services will include federal terms and conditions required when ARPA funds are used or expended on a project. In addition, it extends the agreement for an additional and final one (1) year term that expires on March 11, 2024. The request does not have a fiscal impact on the Village.

Staff: Kimberly Glas-Castro, Assistant Village Manager

SUMMARY: Village Staff requests approval of a Fourth Amendment to the Agreement for Professional Services with Keshavarz & Associates, Inc., to add terms and conditions required when federal funds are being expended on a project. Also, because the term of the current Agreement expires in less than 6 months, staff recommends extending the Agreement for a third and final one (1) year term at this time.

As part of FDOT's Resurfacing Project, funded with funds obtained under the American Rescue Plan Act (ARPA), Keshavarz & Associates, Inc. is authorized to provide engineering design/consulting services for the Lake Worth Road Stormwater Project - Task Order 298. Every agreement and contract must include federal terms and conditions when ARPA funds are utilized. The proposed 4th Amendment also consists of an Agreement extension, which would otherwise expire on March 24, 2023.

Note: On December 16, 2015, the Village issued a Request for Qualifications (RFQ) for Professional Engineering, Architectural, and Surveying Consulting Services (RFQ 2016-002) under the Consultants Competitive Negotiation Act (CCNA) - Section 287.55, Florida Statutes.

On March 10, 2016, the Village selected four (4) firms to provide design and construction management services for water, wastewater, infrastructure facilities,

general engineering services, plat, and plan review services, and building design/review services:

- Keshavarz & Associates
- Calvin Giordano & Associates, Inc.
- Engenuity Group, Inc.
- Eckler Engineering, Inc.

On May 12, 2016, Council approved the First Amendment to the Professional Services Agreement to clarify the terms and fees for the proposed engineering firms. The time of the Agreement coincided with RFQ No. 2016-002, which outlined an initial term of five (5) years followed by the option to renew for three (3) one-year periods, subject to approval by both parties.

After the initial five-year term expired in 2021, Council approved the Second Amendment to the Agreement on March 11, 2021, which provided a first (1) year extension in consideration of the ongoing Task Orders we have with each firm. For the second, one (1) year renewal, Council approved a Third Amendment to the Agreement on February 10, 2022.

The proposed Fourth Amendment to Keshavarz & Associates, Inc. offers the final one-year term and, if approved, would extend the Agreement until March 24, 2024.

The Village Attorney prepared the proposed Fourth Amendment and reviewed it with the Assistant Village Manager and Project Manager.

Fiscal Impact: The proposed request does not have a fiscal impact on the Village.

- 11. Equipment Purchase and Installation – Piggyback (Broward County Sheriff’s Office Contract RFP No. 18006AG – Emergency Equipment for Law Enforcement Vehicles – May 8, 2018) - Police Department (FY 2023 Budget Funded) - Strobes R Us:** Authorize the Police Department to piggyback the Broward County Sheriff’s Office Contract that was completed through a competitive selection process (RFP No. 18006AG – Emergency Equipment for Law Enforcement Vehicles – May 8, 2018) to purchase emergency equipment for eight (8) law enforcement vehicles (five marked police vehicles and three unmarked), along with the associated graphics in the amount of \$65,268.48 from Strobes-R-Us. Funds to support this proposed purchase are available within the FY 2023 Approved Budget - Vehicles - General Fund.

Staff: Edgar Morley, Support Services Manager

SUMMARY: The Police Department needs to purchase and install equipment for its newly purchased vehicles to support the public safety services and activities that our Police Officers provide. To ensure the lowest possible price, the staff recommends that the Village piggyback off the current Broward County Sheriff's Office contract awarded to Strobes-R-Us.

Broward County Sheriff's Office selected this vendor through a competitive selection process – Emergency Equipment for Law Enforcement Vehicles – (RFP No. 18006AG – May 8, 2018). Within the FY 2023 budget, the Village Council approved \$315,000 to purchase eight (8) police vehicles: (five marked police vehicles and three unmarked vehicles) with the associated graphics and equipment. Through the Broward County Sheriff's Office bid, the Police Department was able to obtain a price of \$65,268.48 to purchase the necessary emergency equipment and lighting to outfit the following vehicles:

- Five (5) 2023 Chevrolet Tahoe marked patrol vehicles \$56,809.35
- Three (3) 2023 unmarked vehicles \$8,459.13

As part of the Broward County Sheriff's Office Invitation to Bid/RFP No. 18006AG (Accordance with Strobes-R-Us, Inc., and Sheriff Israel for Emergency Equipment for Vehicles for Broward Sheriff's Office), all terms, conditions, and pricing would be accepted by the Village if approved. The contract expires on May 9, 2023. A complete copy of BSO's executed contract is on file at the Clerk's Office.

The Village will not expend more than the amount in the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

As stated in Section 58-9 of the Village's Purchasing Code - Accessing contracts from other government agencies, goods, and services from any state contract, Florida political subdivision contract, or government contract (other than the federal government) may be used in awarding the Village a contract. They provide that the same or substantially similar goods and services are competitively solicited.

Fiscal Impact: Funds to support this proposed purchase are available within the FY 2023 Budget - General Fund Allocated/Estimated Project Funding: Amount FY 2023 Approved Budget - Vehicles - General Fund

\$315,000 FY 2023 the total vehicle equipment costs will be \$65,268.48 for the purchase of emergency safety/lighting equipment for eight (8) vehicles: five (5) marked and three (3) unmarked vehicles. The Village will not expend more than the amount in the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

12. Change Order No. 1 - SCADA System Upgrades Main Water Treatment Plant

(Task Order No. 227) - Utilities Department (FY 2023 Budget Funded - Water & Sewer Enterprise Fund) - Eckler Engineering, Inc.: Approve Change Order No. 1 - SCADA System Upgrades Main Water Treatment Plant (Task Order No. 227) with Eckler Engineering, Inc. for \$40,160.46 for additional professional engineering services (i.e., design and construction services) related to the proposed SCADA system upgrades at the Main Water Treatment Plant. Funding to support SCADA System Upgrades Main Water Treatment Plant (Task Order No. 227) is provided by the Utilities - Water & Sewer Enterprise Fund.
Staff: Paul Ward, Assistant Director of Utilities

Summary: On October 12, 2017, the Village Council approved Task Order No. 227 with Eckler Engineering, Inc. for the professional engineering services (i.e., design, bidding, and construction services) related to the proposed SCADA system upgrades at the Main water Treatment Plant for \$93,965.70.

During the design process, multiple changes in scope were made to the design with input from various staff. Additional systems were also requested to be added to the SCADA system network. During the construction phase, the Utilities staff requested additional project management time to ensure the completed SCADA upgrades were completed correctly and according to design specifications. During the original project approval by the Council, Task Orders No. 226 and No. 227 were approved, which included the Pratt and Main Water Treatment Plant SCADA system upgrades. However, it was later decided by Utilities management to separate the bidding and award of these two projects, which would increase the individual costs for design, bidding, and project management costs.

As a result, the Village's Engineering Consultant, Eckler Engineering, is requesting an amendment to the approved Task Order No. 227 (Change Order No. 1) for \$40,160.46 for additional engineering services.

<u>Work to be Completed</u>	<u>Contract Amount</u>
Original Contract Amount	\$93,965.70
Change Order No. 1	\$40,160.46
Revised Contract Amount	\$134,126.16

If approved, it is estimated that the construction will be completed on the SCADA upgrades at the Main Water Treatment Plant by January 2023.

The proposed Change Order No. 1 was prepared by Eckler Engineering and reviewed by the Village's Utilities Director and the Assistant Utilities Director.

Fiscal Impact: Funding to support the SCADA System Upgrades Main Water

Treatment Plant Project (Task Order No. 227) was provided by the Water & Sewer Enterprise Fund. The Village will not expend more than the amount in the approved budget as it may be adopted/approved each year for these goods and services for the term of the contract. An internal budget transfer or amendment to support this proposed cost above the budgeted amount will be completed within the Water & Sewer Fund at a later date, if necessary.

- 13. Change Order No. 1 - Gulfstream Road Stormwater Improvements Project (Task Order No. 277) - Public Works Department (FY 2023 Budget Funded - Stormwater Enterprise Fund) - Hinterland Group:** Approve a Change Order No. 1 (Task Order No. 277) with Hinterland Group Inc. to extend the Gulfstream Road Stormwater (Task Order No. 277). Improvements project completion date by sixty-seven (67) calendar days (contract time from 150 days to 217 days). There is an anticipated completion date of 2023 for Gulfstream Road Stormwater Improvements (Task Order No. 277). Funding is available from the Stormwater Enterprise Fund FY 2023 Budget Fund.
Staff: Walter Sanchez, Project Manager

SUMMARY: On March 10, 2022, the Village Council approved Task Order No. 277 with Hinterland Group, Inc. for construction services for the Gulfstream Road Stormwater Improvements Project for \$778,325.00.

During the procurement of materials phase, Hinterland was informed by the suppliers that supply chain issues within the industry would delay the delivery of concrete structures. Due to this, the project experienced a delay of 37 days. Later, during the installation of a stormwater pipe, the contractor encountered a conflict with a sewer lateral from the new BrandX development project along Gulfstream Road. Elevations where sewer and storm lines crossed intersected because of the nature and length of the sewer run. The consulting engineer determined that a conflict structure was needed after several attempts to make the lifts work and consulting with Craven Thompson, the consulting engineer. As a result of the Change Order, we request an additional 30 days to procure and install the structure.

Note: The conflict structure was covered by allowance Release No. 2.

The Village's contracted engineer, Craven Thompson, and the Utilities Department are requesting an amendment to the contract for Task Order No. 277 (Change Order No. 1) for \$0.00 for additional construction services and an extension of the project completion date by a further 67 calendar days (total contract time from 150 days to 217 days):

<u>ITEM</u>	<u>CONTRACT AMOUNT</u>	<u>CONTRACT TIME</u>
-------------	----------------------------	----------------------

Original Contract Time	\$778,325.00	150 days
Change Order No. 1	-	67 days
Revised Contract Amount	\$778,325.00	217 days

Within Task Order No. 277, the Gulfstream Road Stormwater Improvements project costs remain the same, and the contract length will increase by 217 days if approved. Stormwater improvements along Gulfstream Road are expected to be completed by the end of 2023.

Hinterland Group prepared Change Order No. 1 and reviewed it with the Village's Engineer, Craven Thompson, Assistant Village Manager, Assistant Utilities Director, Project Manager, and Finance Director.

Fiscal Impact: Funding to support the Gulfstream Road Stormwater Improvements Project (Task Order No. 277) was provided by the Stormwater Enterprise Fund. The Village will not expend more than the amount in the approved budget as it may be adopted and approved each year for these goods and services for the term of the contract.

- 14. Equipment Purchase - Cooperative Purchase - Utilities Department (FY 2023 Budget Funded):** Approve a Cooperative Agreement with the Sheriff's Association & Florida Association of Counties Office that was completed through a competitive selection process (FSA20-EQU 18.0 – Heavy Equipment – April 22, 2020) to purchase two (2) portable Dri-Prime pumps for \$90,000 from Xylem. Funds to support this proposed purchase are available within the FY 2023 Approved Budget - Water & Sewer Enterprise Fund.

Staff: Paul Ward, Assistant Director of Utilities

SUMMARY: The Utilities Staff recommends utilizing cooperative purchasing of the current Sheriff's Association & Florida Association of Counties contract awarding two (2) portable Dri-Prime pumps to ensure the lowest price possible. During the month of October 2020, the Sheriff's Association & Florida Association of Counties completed a competitive selection process for Heavy Equipment (Bid No. FSA20-EQU18.0). Bid documents are on file in the Office of the Village Clerk.

Within the FY 2023 Budget, the Village Council approved the purchase of two (2) portable Dri-Prime pumps for \$90,000. However, the Utilities Department obtained a bid for \$110,826.80 from the County Sheriffs' Association and Florida Association of Counties. A budget amendment or transfer of the Water & Sewer Fund may be necessary to cover the additional \$20,826.80 at a later date.

If approved, the Village would accept Xylem's pricing by utilizing the Sheriff's Association & Florida Association of Counties' cooperative purchasing contract, including all terms, conditions, and pricing. The term of the contract will expire on September 30, 2023.

In accordance with Section 58-8 of the Purchasing Code, the Village may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for purchasing. Such cooperative purchasing may include but is not limited to, joint or multi-party contracts between government entities. Purchases through a cooperative purchasing agreement are exempt from the competitive selection purchase requirements set forth in this purchasing code. The Council must approve all Village purchases from a cooperative purchasing agreement which is anticipated to have a total value of more than \$35,000.00.

The Utilities Director, Assistant Utilities Director, and Finance Director reviewed the equipment purchase proposal.

The vendor has previously provided quality products and services to the Village.

Fiscal Impact: Funds to support this proposed equipment purchase are available within the FY 2023 Budget - Water & Sewer Enterprise Fund

- 15. Resolution 2022-46 - Approve Amendment 2 - Community Development Block Grant (CDBG) Agreement with Palm Beach County - Park Connector Pathway - FY 2023:** Approve Resolution No. 2022-46; Amendment No. 2 to the Interlocal Agreement with Palm Beach County provides a revised project scope that the pathway will run from Davis Road west to Kirk Road, to extend the project completion date to May 2023, and expenditure requirements. There is no fiscal impact on this Amendment request.

Staff: Justin Lucas, Director of Parks & Recreation

SUMMARY: The Village entered into an agreement with Palm Beach County to complete improvements to create an interconnected pathway system in the Village of Palm Springs. This sub-phase, Canal Road, consists of a coquina pathway located along the north side of Canal 11. The pathway will run from Davis Road west to Kirk Road. This amendment provides a revised project scope and to extend the project completion date and expenditure requirements.

The new performance requirements for the improvements will be as follows:

- Request 50% of CDBG Funds by January 31, 2023
- Complete Construction by May 30, 2023

Previously, the requirements were set to have the construction completed in March 2022 and the final reimbursement request for CDBG funds to be April 30, 2022. This new amendment will provide a sufficient amount of time to complete this project. The Village will receive up to \$130,515 in CDBG reimbursement funds.

Bidding documents for this project are in final review and this project will be competitively bid.

This amendment was prepared by the Palm Beach County Department of Housing and Economic Sustainability and reviewed by the Parks and Recreation Director.

Fiscal Impact: There is no Fiscal Impact with this Amendment request.

- 16. Agreement for Foreclosure and Code Enforcement Legal Services - (FY 2023 - General Fund Budget - Legal) - Goren, Cherof, Doody & Ezrol, P.A. - Brian Sherman:** Motion to approve an Agreement with Goren, Cherof, Doody & Ezrol, P.A., a law firm in the amount of \$250 per hour for foreclosure and code enforcement legal services and establishes a two (2) year term, and may be extended upon written agreement. Funding to support these specialized legal services is available within the FY 2023 General Fund Budget - Legal.

Staff: Kimberly Glas-Castro, Assistant Village Manager

SUMMARY: Village staff requests approval of an Agreement for Legal Services with the law firm Goren, Cherof, Doody & Ezrol, P.A. Mr. Brian Sherman is a partner with Goren Cherof who specializes in code enforcement, nuisance abatement, foreclosures, and declaratory judgments. He will be assisting the Village in these matters at the recommendation of Village Attorney Torcivia.

The proposed Agreement provides compensation at the rate of \$250/hour for these specialized legal services and establishes a two (2)-year term, with the ability for extensions.

To assist in our efforts to preserve the "historical" character of the Village, eliminate nuisances and blighting conditions that negatively impact neighboring residents, and hold absentee landlords accountable for maintaining our community's established standards, the Village Staff recommended retaining Mr. Sherman.

The proposed Agreement was prepared by Goren Cherof and reviewed by the Village Attorney and Village Manager.

Fiscal Impact: Funding to support these specialized legal services is available within the FY 2023 General Fund Budget - Legal. The Village will not expend more than the amount within the approved budgets as they may be adopted/amended each year for these services over the term of this agreement.

- 17. Resolution No. 2022-47 - Utilities Interlocal Agreement for the Sale of Water - Town of Lake Clarke Shores:** Approve Resolution No. 2022-47; an Interlocal Agreement with the Town of Lake Clarke Shores for the Village to provide the

bulk sale of water.

Staff: Paul Ward, Assistant Director of Utilities

Summary: The Utilities Department is requesting the Village enter into an interlocal agreement with the Town of Lake Clarke Shores for the bulk sale of water. The Village has provided the bulk sale of water to the Town of Lake Clarke Shores for over 34 years, and the new agreement would ensure that the Village continues to provide water to our neighboring community.

If approved, the agreement will be in perpetuity and include new terms from the current agreement (Resolution No. 2022-47).

During their meeting on September 27, 2022, the Town Council of Lake Clarke Shores adopted Resolution No. 2022-47, authorizing the approval of the agreement commencing with the agreement of the Village Council.

The Village Attorney prepared the proposed Interlocal Agreement and reviewed it with the Assistant Village Manager, Utilities Director, and Assistant Utilities Director.

18. Vehicle Purchases - Cooperative Purchases - Utilities Department (FY 2023

Budget Funded): Approve the purchase of one (1) Ford F-250 3/4 ton truck with a utility bed and one (1) Ford F-550 crane truck for the Utilities Department utilizing the Florida Sheriff's Association (Bid FSA22-VEH 20.0 - October 1, 2022) for \$209,741. Funds to support this proposed vehicle purchase are available within the FY 2023 Budget - Water & Sewer Enterprise Fund.

Staff: Paul Ward, Assistant Director of Utilities

SUMMARY: The Utilities Department needs to purchase vehicles to support the daily operational utility services and activities that are provided for our community. To ensure the lowest possible price, the staff recommends that the Village utilize cooperative purchasing of the current Sheriff's Association & Florida Association of Counties contract awarded to various vendors (including Duval Ford). The Sheriff's Association & Florida Association of Counties completed a competitive selection process – Pursuit, Administrative & Other Vehicles (Bid #FSA22-VEH30.0 - October 1, 2022) and Heavy Trucks & Buses (Bid #FSA22-VEH20.0 - October 1, 2022) . Bid documents are on file in the Office of the Village Clerk.

Within the FY 2023 budget, the Village Council approved \$80,000 to be used to purchase two (2) utility vehicles and \$195,000 to be used to purchase one (1) utility crane truck. However, after receiving quotes for the requested vehicles available in October each year, the Utility department will purchase one (1) Ford F-250 instead of two (2). Through the Sheriff's Association & Florida Association of Counties bid, the Utilities Department was able to obtain a price of \$58,664.00 to purchase one (1) Ford F-250 3/4 Ton Truck with a Utility Bed and \$151,077.00 to purchase one (1) Ford F-550 with a crane attachment.

If approved, the Village would accept Duval Ford's pricing by piggybacking the Sheriff's Association & Florida Association of Counties' contract, including all terms, conditions, and pricing. The term of the contract will expire on September 30, 2023.

In accordance with Section 58-8 of the Purchasing Code, the Village may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for purchasing. Such cooperative purchasing may include, but is not limited to, joint or multi-party contracts between government entities. Purchases through a cooperative purchasing agreement are exempt from the competitive selection purchase requirements set forth in this purchasing code. The council must approve all village purchases from a cooperative purchasing agreement which are anticipated to have a total value of more than \$35,000.00.

The Utilities Director, Assistant Utilities Director, and Finance Director reviewed the proposed vehicle purchase.

The Village has previously worked with this manufacturer and dealership and received a good product and service.

Fiscal Impact: Funds to support this proposed vehicle purchase are available within the FY 2023 Budget - Water & Sewer Enterprise Fund.

- 19. Purchase Eight (8) Vehicles for the Police Department - Piggyback Agreement (FSA #22- VEH30.0)- Police Department - FY 2023 Budget Funded:** Authorize the Police Department to enter a Piggyback Agreement with The Sheriffs' Association & Florida Association of Counties contract was completed through a competitive selection process – Police Rated, Administrative, Utility Vehicles, Trucks & Vans (Bid #FSA22-VEH30.0 – October 1, 2022) that was completed through a competitive selection process to purchase five (5) - 2023 Chevrolet Tahoe 1500 marked vehicles for \$193,310 (\$38,662 per vehicle) and three (3) unmarked Chevrolet Malibus for \$59,268 (\$19,756 per vehicle) from Garber Chevrolet. The remaining budgeted funds will be used to outfit the vehicles with emergency equipment and striping as needed. Funds to support this proposed purchase are available within the FY 2023 Approved Budget - Vehicles - General Fund.

Staff: Edgar Morley, Support Services Manager

SUMMARY: The Police Department needs to purchase vehicles to support the daily operational policing services and activities that are provided for our community. Staff recommends the Village enter a cooperative purchasing agreement with the Sheriffs Association & Florida Association of Counties to ensure the lowest possible price. The Sheriffs' Association & Florida Association

of Counties contract was completed through a competitive selection process – Police Rated, Administrative, Utility Vehicles, Trucks & Vans (Bid #FSA22-VEH30.0 – October 1, 2022). The term of the contract expires on September 30, 2023. A copy of the Sheriff's Notice of Final Award Pursuit/Administrative vehicles is on file in the Clerk's Office.

Within the FY 2023 budget, the Village Council approved \$315,000 to be used for the purchase of five (5) - 2023 Chevrolet Tahoe 1500 marked vehicles for \$193,310 (\$38,662 per vehicle) and three (3) unmarked Chevrolet Malibus for \$59,268 (\$19,756 per vehicle) from Garber Chevrolet. The remaining budgeted funds will be used to outfit the vehicles with emergency equipment and striping as needed.

The Village's Purchasing Code, Section 58-9. - Piggyback Agreement provides that the Village may award a contract by piggybacking or accessing the goods and/or services from any State of Florida contract; contracts of any Florida political subdivision, or from any other governmental entity (other than the Federal government); provided that the same or substantially similar goods and/or services were competitively solicited.

Fiscal Impact: Funds to support this proposed purchase are available within the FY 2023 Budget - General Fund Allocated/Estimated Project Funding: Amount FY 2023 Approved Budget - Vehicles - General Fund \$315,000 FY 2023 the total vehicle purchase costs will be \$252,578 for the purchase of eight (8) vehicles: five (5) marked and three (3) unmarked vehicles. The Village will not expend more than the amount in the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

20. **Temporary Use Permit - Sales Center - Boatman Hammock - Assemblage of the Properties 4445 Boatman Street and Vacant Lot on Todd Street:** Approve a Temporary Use Permit with K. Hovnanian Aspire at Boatman Hammock LLC applicant is requesting that a 1,956-square-foot townhome be used as a model/sales center; the unit will be a "dry model," providing temporary parking located in the front of a unit and adjacent thereto with a concrete sidewalk. Once the sales are completed for the community or the two years are reached, the temporary parking area and the sidewalk will be removed, and the area will be sodded and restored accordingly with the approved site plan Staff recommends approval of the proposed two (2) year Temporary Use permit to support a temporary sales office until a model unit is built to serve as Boatman's sales office Temporary Use Permit - Sales Center - Fontana Townhomes - 3674 San Bernardino Way (formerly 4090 Coconut Road & 4063 Davis Road)
Staff: Iramis Cabrera, PZB Director

SUMMARY: K Hovnanian Aspire at Boatman Hammock LLC is requesting a Temporary Use Permit to allow a temporary model/sales center located on the 5.44-acre parcel currently being developed as the Boatman Hammock residential project. In an effort to begin the sales process, the applicant is requesting that a

1,956-square foot townhome be used as a model/sales center for the 54-fee-simple townhome community that is currently under construction. The proposed location for the sales center is Lot 54 (Building 1) on the previously approved Site Plan (Resolution No. 2021-18 - October 14, 2021) and final plat (Resolution No. 2022-43 - September 22, 2022).

If approved, the unit will be a "dry model," providing temporary parking located in front of the unit and adjacent thereto with a concrete sidewalk. Once the sales are completed for the community or the two years are reached, the temporary parking area and the sidewalk will be removed, and the area will be sodded and restored accordingly with the approved site plan.

Section 34-895 - Village Code - Temporary land uses in zoning districts - provides that the Village Council may grant approval for temporary, principal uses of land that are not specifically allowed by the zoning district. A Temporary Use permit may not exceed two (2) years and is not renewable.

The new Boatman Hammock Townhomes development is currently being constructed. Staff recommends approval of the proposed two (2) year Temporary Use permit to support a temporary sales office until a model unit is built to serve as Boatman's sales office.

Fiscal Impact: The proposed request does not have a Fiscal Impact on the Village.

- 21. Land Planning and Zoning Consultant Services Contract - Request for Proposal (RFP No. 2022R-004) - Planning, Zoning, and Building Department- FY 2023 Budget General Fund - PZB:** Motion to approve staff's recommendation of the Land Planning and Zoning Consultant (RFP No. 2022R-004 - Vision Comprehensive Plan and LDR Revised) and authorize staff to negotiate with Bonnie C. Landry & Associates an agreement for the Village Vision, Comprehensive Plan, and Land Development Regulation (LDR) Revisions. Under Section 58- 5 of the Purchasing Code, the Village used the Competitive Selection Purchase Requirement. Funding to support the proposed services is available within the FY 2023 Budget - General Fund - PZB.

Staff: Kimberly Wynn, Village Clerk

SUMMARY: The Comprehensive Plan (Comp) for our Village reflects the Village's commitment to implementing the plan and its elements, which state law requires. It includes principles, guidelines, standards, and strategies for our community's orderly and balanced development, including economic, social, physical, environmental, and fiscal growth and development. As part of the Village's Evaluation and Appraisal Report (EAR), the Comprehensive Plan was updated on January 23, 2018. There were subsequent amendments to the Comp Plan in 2019, 2020, and 2021.

The Planning, Zoning, and Building Departments requested proposals from planning and zoning consultants. To implement these amendments to the Comp Plan, these consultants were asked to revise the Village's Comprehensive Plan and modify the Land Development Regulations. The visioning process will take place at the beginning of the project to identify a "vision" for the Village's future development and economic development. A comprehensive review and revision of the Development Regulations are necessary to ensure consistency with the Village's vision and strategic plan. The Village will look at Florida Building Codes, Community Redevelopment Plans, and Comprehensive Plan updates in this review.

The Village issued a Request for Proposals (RFP) to find the best planning and zoning consultant. This process was conducted under Section 58-5 of the Village Code, Competitive Selection Purchase Requirement - Vision Comprehensive Plan and LDR Revised (RFP No. 2022R-004 - August 4, 2022).

There were bid proposals received from five (5) vendors:

<u>Vendor</u>	<u>Total Bid</u>
Bonnie C. Landry & Associates	\$122,190.00
Calvin, Giordano & Associates, Inc.	\$124,500.00
MHCP Colab	\$137,500.00-\$170,500.00
NZ Consultant	\$96,000.00
S&ME, Inc.	\$199,500.00 <i>(The Proposer Withdrew Their Proposal)</i>

The Village Manager appointed Village Vision, Comprehensive Plan, and LDR Revision Selection Committee members. The Selection Committee included representatives from Code Enforcement, Finance, Administration, Utilities, Parks and Recreation, and Planning, Zoning & Building. The Selection Committee reviewed each proposal on October 3, 2022. Each submission was evaluated and scored according to the following:

- Qualifications of the Team
- Experience and Expertise
- Project Delivery and Approach
- Firm's Resources, Personnel Availability, and Commitment
- Fees for Professional Services

Based on the collective scoring of the proposal packages, the Committee unanimously determined that the five (5) should be invited to due a presentation and interview for the Evaluation Committee before final selection. In addition, each firm could present relevant qualifications followed by a question and answer period.

As a result of further discussions with the Village's attorney and Village Manager, one of the proposals was deemed non-responsive. Therefore, the proposal was found ineligible for further consideration.

Interviews with the four (4) firms were scheduled for October 10, 2022, by the Procurement Specialist. However, S&ME, Inc. withdrew its bid proposal. Ultimately, Bonnie C. Landry & Associates, MHCP COLAB, and NZ Consultants (NZC) were the firms that provided presentations. Based on the total score and ranking from the qualification package and interviews, the Committee selected Bonnie C. Landry & Associates as the firm to recommend to the Village Council for approval to enter contract negotiations.

Note: There was a proper notice of meetings.

Staff recommends the Village Manager (or their designee) to negotiate with Bonnie C. Landry & Associates an agreement for the Village Vision, Comprehensive Plan, and Land Development Regulation (LDR) Revisions.

The Procurement Specialist reviewed the five (5) proposals received; as a result, the Committee recommended Bonnie C. Landry, Associates. In response, the Village Attorney prepared a proposal for comprehensive plan revisions and LDR revisions.

The Assistant Village Manager and Planning, Zoning, and Building Director reviewed the proposals and requested Council approval for ongoing contractual services. The Village Council authorized \$100,000.00 in the FY 2023 Budget - PZB.

The Village would accept Bonnie C. Landry & Associates conditionally, based on the RFP package and the proposed agreement. The Village will not exceed the amount approved in the budget as it may be amended and adopted each year.

Fiscal Impact: Funding to support the proposed services is available within the FY 2023 Budget - General Fund - PZB.

- 22. Vehicle Purchase - Cooperative Agreement - Public Works Department (FY 2023 Budget Funded):** Approve the purchase of two (2) Ford F-250 3/4 ton trucks with a utility bed for the Public Works Department Cooperative Agreement with the Florida Sheriff's Association (Bid FSA22-VEL 30.0 - October 1, 2022) for \$117,328.00. Funds to support these proposed vehicle purchases are available within the FY 2023 Budget - Public Works Machinery & Equipment.

Staff: Timothy Crespo, Public Works Superintendent

SUMMARY: The Public Works Department needs to purchase vehicles to support the daily operational services and activities that are provided for our community. To ensure the lowest possible price, the staff recommends that the

Village piggyback off the current Sheriff's Association & Florida Association of Counties contract awarded to various vendors (including Duval Ford). The Sheriff's Association & Florida Association of Counties completed a competitive selection process – Police Rated, Administrative, Utility Vehicles, Trucks & Vans (Bid# FSA22-VEL 30.0 - October 1, 2022). The bid package is on file in the Village Clerk's office.

Within the FY 2023 budget, the Village Council approved \$80,000 to be used to purchase two (2) utility vehicles. After receiving quotes for the requested vehicles available in October each year, the Public Works department obtained a price of \$117,328.00 for the purchase of two (2) vehicles, with the savings of the bucket truck money will fund the exceeding amount of the (2) F-250.

If approved, the Village would accept Duval Ford's pricing by piggybacking the Sheriff's Association & Florida Association of Counties' contract, including all terms, conditions, and pricing. The term of the contract will expire on September 30, 2023.

Village Purchasing Code Section 58-8, Accessing contracts of other government agencies, allows the Village to use the goods and/or services from any contract with the State of Florida if it awards a contract. Providing the same or substantially similar goods and/or services are competitively solicited, the Village may award contracts with Florida political subdivisions or other government entities (other than the federal government).

The Public Works Superintendent, Supervisor, and Finance Director reviewed the proposed vehicle purchase.

The Village has previously worked with this manufacturer and dealership and received a good product and service.

Fiscal Impact: Funds to support this proposed vehicle purchases are available within the FY 2023 Budget - Public Works Machinery & Equipment. Able to purchase do to saved funds from the bucket truck in the same account. (Account # 56400)

- 23. Building Plans Review and Inspection Services Agreement - Piggyback Agreement - Term Extension - C.A.P. Government, Inc.:** Approve a Piggyback Agreement with the Town of Jupiter originally completed through a competitive selection process - Building Inspection, Plan Review, and Permit Technician Services (RFP BLD001-2019/LC - May 16, 2019) for Building Inspection/Plan Review for an initial term that expires July 30, 2024 with two twelve- month renewal options. Funds to support this proposed Agreement are available with the FY 2023 Budget - General Fund.

Staff: Iramis Cabrera, PZB Director

SUMMARY: The Planning, Zoning & Building Department, throughout the year, needs to enter into a contract to provide building plan reviews and inspection services to assist the Village with private development that is occurring within the Village. To ensure the lowest possible price, staff recommends that the Village piggyback off the current Town of Jupiter contract awarded to C.A.P. Government, Inc. The Town of Jupiter selected this company through a competitive selection process - Building Inspection, Plan Review, and Permit Technician Services (RFP BLD001-2019/LC - May 16, 2019) and approved a contract via Resolution 74-19 on July 16, 2019.

On May 10, 2018, the Village entered into a contract with C.A.P. Government, Inc ("C.A.P.") for Building Inspection/Plan Review as a piggyback agreement based upon the firm's contract with Palm Beach County. The Village's Agreement with C.A.P. expires on November 15, 2022. Rather than further extending the existing Agreement, the recommendation is to enter into a new piggyback agreement based upon C.A.P.'s contract with the Town of Jupiter, which provides all the services that the Village requires at more favorable terms than the Palm Beach County agreement. While some rates under the Jupiter contract are slightly higher than those of the Palm Beach County contract, other rates are lower. Therefore, the expected overall cost of the Village will be, at most, the current price and may result in some savings.

If approved, the Village would continue to accept the C.A.P. Government's services by piggybacking on the Town of Jupiter contract, including all terms, conditions, and pricing. The initial term of the contract will run through July 30, 2024, with two twelve-month renewal options. The Village will not expend more than the amount in the approved budget as it may be adopted and amended each year for these goods and services over the term of this contract.

The Village's Purchasing Code, Section 58-9, Accessing contracts of other government agencies, provides that the Village may award a contract by piggybacking or accessing the goods and/or services from any State of Florida contract; contracts of any Florida political subdivision; or from any other governmental entity (other than the federal government); provided that the same or substantially similar goods and/or services were competitively solicited.

The Village Attorney has prepared the proposed Agreement and reviewed it with the Planning, Zoning, and Building Director.

The Village has been working with the vendor and finds their plan review services thorough.

Fiscal Impact: Funds to support this proposed Agreement are available with the FY 2023 Budget - General Fund. The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of

this contract.

- 24. Vehicle Purchase - Cooperative Agreement - Public Works Department (FY 2023 Budget Funded):** Approve a vehicle purchase from Sourcewell awarded to various vendors (including Altec Industries, Inc.) through a competitive selection process (Solicitation Number: RFP No. 110421 - January 12, 2022) for \$179,727.00 for a 60-ft bucket truck for the Public Works Department. Funds to support vehicle purchase are available within the FY 2023 Budget - Public Works Machinery & Equipment.

Staff: Timothy Crespo, Public Works Superintendent

SUMMARY: The Public Works Department needs to purchase a 60-ft bucket truck to support the daily operational services and activities that are provided for our community. To ensure the lowest possible price, the staff recommends that the Village Cooperative Agreement with Sourcewell contract is awarded to various vendors (including Altec Industries, Inc.). Sourcewell completed a competitive selection process (Solicitation Number: RFP No. 110421 - January 12, 2022). The bid package is on file in the Village Clerk's office.

Within the FY 2023 budget, the Village Council approved \$250,000 to purchase a 60-ft bucket truck without air brakes. Through the Sourcewell bid, the Public Works Department was able to obtain a price of \$179,727.00 to purchase a 60-ft bucket truck.

If approved, the Village would accept Altec Industries, Inc. pricing by Cooperative Agreement with Sourcewell Solicitation Number: RFP No. 110421 contract, including all terms, conditions, and pricing. The term of the contract will expire on December 27, 2025.

Village Purchasing Code Section 58-8, Accessing contracts of other government agencies, allows the Village to use the goods and/or services from any contract with Sourcewell if it awards a contract. Providing the same or substantially similar goods and/or services are competitively solicited, the Village may award contracts with Florida political subdivisions or other government entities (other than the federal government).

The Acting Public Works Director, Public Works Supervisor and Finance Director reviewed the proposed vehicle purchase.

The Village has previously worked with this manufacturer and dealership and received a good product and service.

Fiscal Impact: Funds to support this proposed vehicle purchase are available within the FY2023 Budget - Public Works Machinery & Equipment. Savings from

this purchase will be used to cover the increased costs of the F-250s also budgeted in FY 2023 Machinery & Equipment.

- 25. Service Employees International Union/Florida Public Services Union (SEIU/FPSU) Agreement - Reopener Amendments (TA):** Motion to approve the SEIU Agreement - Reopener Amendments (TA) contingent upon the union passing the vote on November 14, 2022. The Agreement will provide a 5% Across the Board increase effective as of October 1, 2022, and a 1% increase effective April 1, 2023. There will be no merit increase for FY23. The contract will be retroactive to October 1, 2022. The impacts related to the proposed salary increases are within the approved FY 2023 Budget - General Fund. (*UPDATED INFORMATION*)

Staff: Ashley Saingilus, Human Resources Director

SUMMARY: The Village and the Service Employees International Union/Florida Public Services Union (SEIU/FPSU) have negotiated and come to a Tentative Agreement (TA'ed) to amend four (4) Articles within the existing three (3) year union agreement, which expires on September 30, 2024. This year, the Village conducted a comprehensive salary study focused on market-driven data. All positions were reviewed, and a new pay plan was created to ensure all positions were accurately placed. The Village aims to be competitive when hiring and retaining employees. The starting pay for many positions increased to improve recruitment efforts, and pay adjustments/equity adjustments were made to bring all employees who were below the new minimums up to the new amounts.

The Village and SEIU have come to an agreement for a 5% Across the Board effective October 1, 2022, and a 1% increase effective April 1, 2023. There will be no merit increase for FY23.

The Articles with significant changes from the previous contract are:

- Article 5 - Bargaining Unit Identification Article 26 - Holidays
- Article 33 - Standby - Recall Article 39 - Compensation
- Appendix B - Topped Out Employees

SEIU members were initially due to vote on the proposed contract amendments on Wednesday, November 9, 2022. Due to Hurricane/Tropical Storm Nicole, voting has been postponed to Monday, November 14, 2022. If the vote passes, the contract will be retroactive to October 1, 2022.

The Village Council is requested to approve the tentative agreement (TA'ed) between the Village and SEIU to amend four (4) Articles within the existing three (3) year union agreement, which expires on September 30, 2024.

Fiscal Impact: The impacts related to the proposed salary increases have been

included within the approved FY 2023 Budget - General Fund.

End of Consent Agenda....

Mayor Smith offered the public an opportunity to speak on the agenda. There were no comments from the public.

Vice-Mayor Gunther made a motion to Approve the Consent Agenda. It was seconded by Mayor Pro Tem Brinkman. The said motion carried 4-0.

PRESENTATIONS

Mayor Smith read the proclamation into the record. Foundcare was not present to accept the proclamation.

26. World Aids Day - December 1, 2022 - Proclamation

Staff: Kimberly Wynn, Village Clerk

Mayor Smith read the proclamation into the record. There was no one present from the organization to accept the proclamation.

PUBLIC COMMENT

Mayor Smith offered the public an opportunity for public comment.

1. Mr. Johnnie Tieche 305 Winged-Foot Drive - Mr. Tieche commented on Walmart not following their temporary use agreement. He said that Walmart had twenty-two (22) trailers on the property; however, Walmart's agreement only permitted eleven (11). He also commented that there were eight (8) food trucks in the Village, and enforcement by Code should take place after hours.

REGULAR AGENDA

None

PUBLIC HEARINGS

27. **(Quasi-Judicial Hearing) Resolution No. 2022-45 Special Exception Use (PSSE22-08) and Site Development Plan Amendment (SPR22-15) - Extraordinary Kids Foundation:** Motion to approve Resolution No. 2022-45; an application submitted by Madean Gilzene, agent for the tenant, Extraordinary Kids Foundation ("Applicant"), for a Special Exception Use (PSSE22- 08) and Site Plan Amendment (SPR22-15) approval, to allow the conversion of 5,495 square feet of retail-office space into a childcare facility located on a 4.25-acre

parcel that is located at 4218-4220 Lake Worth Road.

Staff: Iramis Cabrera, PZB Director

SUMMARY: Ms. Madean Gilzene, agent for the tenant, Extraordinary Kids Foundation ("Applicant"), has applied for Special Exception Use (PSSE22-08) and Site Plan Amendment (SPR22-15) approval to allow the conversion of 5,495 square feet of retail-office space into a childcare facility located on a 4.25-acre parcel that at 4236 Lake Worth Road. The proposed tenant will occupy two (2) tenant bays within the existing shopping center (4218-4220 Lake Worth Road).

Note: The 4.25-acre property was annexed into the Village in 2014 as a developed parcel with 40,240 square feet of building area within two (2) commercial structures. Childcare facilities are permissible in the Commercial General (CG) district except for approval. The applicant proposes a childcare facility to provide care for children with medical or skilled nursing needs that prevent them from attending a traditional daycare.

The center will serve children from birth to the age of 21 years old with medical conditions that require nursing care and a doctor's prescription to attend. The facility is not open to the general public. Like a traditional daycare, a prescribed pediatric extended care facility does not have a license from Florida's Department of Children and Families. Florida's Agency for Health Care Administration ("AHCA") regulates assisted living facilities, nursing homes, and hospitals. Down syndrome, respiratory illness, autism, and cerebral palsy are the conditions served. The center will help up to 60 children from Monday to Friday, from 7 AM to 7 pm. Staff will consist of registered nurses, licensed practical nurses, and care aides.

As part of the proposed project, the applicant requested one (1) variance, approved unanimously by the Planning and Zoning Board during their regular meeting on October 11, 2022, to allow the elimination of the required outdoor play area. The Planning and Zoning Board considered this application during their October 11, 2022, meeting and recommended approval. The Planning, Zoning & Building staff do not object to the proposed Special Exception Use and Site Development Plan Amendment and recommend conditional approval of the proposed project.

Resolution No. 2022-45 was advertised in the Lake Worth Herald on September 29, 2022, and October 27, 2022.

Fiscal Impact: The proposed project will likely have a minor fiscal impact on the Village because it would require various Village services, resulting in increased revenue.

The Village Clerk read the statement of advertisement and swore in the staff and applicant, Madean Gilzene. Iramis Cabrera, Director of Planning and Zoning, gave the staff's presentation. Ms. Cabrera advised the Council that staff supported the project. Ms. Gilzene presented her testimony for the record. She explained her reason for moving from her current building to the proposed site. It was for the safety of the children. Her facility can accommodate up to sixty (60) special needs children with a ratio of 1:3 teachers for every child. The staff gave their testimony. Ms. Gilzene said this is for the safety of the children and not open to the public. The age range is from birth-21 years old. Attendees of the facility must be referred by a pediatrician, and it is based on specific criteria.

Mayor Smith offered the public and Council Members an opportunity for public comment.

The Council asked what the special needs are at the facility. Ms. Gilzene said there were different needs at the facility. The oldest child at the facility was eighteen years old (18). Ms. Gilzene said that although she is licensed for 60 children, she currently has 40 children registered. The numbers were higher before COVID. Many caretakers keep their children home (especially if they have respiratory problems) because of COVID. The Council and Ms. Gilzene continued their discussion about parking and the number of bathrooms on the site. Ms. Gilzene explained to the Council, that four (4) bathrooms were adequate because most of the attendees were incontinent. The facility is modeled for American Disabilities Act (ADA) compliance. Her facility is also closely monitored by the state and county agencies for compliance. Village Attorney Torcivia read the title of the caption into the record.

Mayor Pro Tem Brinkman made a motion to approve Resolution No. 2022-45. Council Member Ready seconded the motion. The said motion carried 4-0.

28. **(First Reading/Quasi-Judicial Hearing) Ordinance No. 2022-12 - Land Use Amendment and Rezoning (Small-Scale) - Oxygen Development:** Motion to Approve Ordinance No. 2022-12; to amend the land use and zoning designations for 17.74 acres (comprised of eleven parcels) to facilitate an industrial development project that is a proposed small-scale land use change from a Commercial and Medium Density Residential to Light Industrial, concurrent with Rezoning from Commercial General (CG) and Residential Multiple-Family (RM) to Light Industrial (LI) planned for a mix of manufacturing and warehouse use located west of Congress Avenue and North of Forest Hill Boulevard at the Oxygen Development.

Staff: Iramis Cabrera, PZB Director

SUMMARY: Mr. Marty Minor from Urban Design Studio, agent for Oxygen Holdings, LLC. ("Applicant"), is requesting a Small-Scale land use plan amendment and rezoning on 17.74 acres (comprised of eleven parcels) to

facilitate an industrial development project.

The proposed small-scale land use change would be from Commercial and Medium Density Residential to Light Industrial, concurrent with Rezoning from Commercial General (CG) and Residential Multiple-Family (RM) to Light Industrial (LI). The combined properties are less than 50 acres in size (17.74 acres total) and are planned for a mix of manufacturing and warehouse use.

The applicant is concurrently requesting Site Plan approval to allow a 150,780 square foot warehouse in addition to the 211,363 square foot existing warehouse-manufacturing building. The proposed site plan is presented (within this item) for informational purposes only (no action is required at this time).

Note: The Village does not typically place conditions of approval on future land use map changes. The legislative decision as to the appropriateness of the land use map and rezoning amendments are approved on the 2nd and final reading, and the proposed Site Plan will be presented for consideration at a future date.

Ordinance No. 2022-12 was advertised in the Lake Worth Herald on September 29, 2022, and October 27, 2022.

The proposed request was submitted through the PBC Intergovernmental Plan Amendment Review Committee (IPARC) for intergovernmental review and no comments were received.

Note: IPARC is designated to provide coordination of proposed plan amendments, cooperation between affected local governments and service providers and provides opportunities to resolve potential disputes only within the plan amendment.

The Planning and Zoning Board considered this application during their October 11, 2022 meeting and recommended approval.

The Local Planning Agency (LPA) will consider this item during their November 10, 2022 meeting.

If approved on the 1st reading, the proposed ordinance will be considered for the 2nd and final reading by the Village Council at a future date.

Fiscal Impact: The proposed land use and zoning amendments are not expected to provide a direct fiscal impact on the Village; however, it would facilitate development that will increase the Village's property valuation.

Mayor Smith asked the Council to disclose their ex parte communication. Mayor Pro Tem Brinkman declared a conflict of interest, and recused herself.

The Village Clerk read the statement of advertisement on the record. The applicants were sworn in at the Local Planning Agency Meeting. Ms. Cabrera gave an overview of the proposed Land Use Amendment and Rezoning (Small Scale) for Oxygen Development. She clarified that eleven parcels instead of thirteen (as originally advertised) were being brought forward to change from a Commercial and Medium Density Residential to Light Industrial. The combined properties are less than fifty (50) acres in size (17.74 acres total). The properties were planned for a mixture of manufacturing and warehouse use.

Mr. Minor gave his presentation on the proposed Ordinance and entered it into the record. He explained that although the presentation had thirteen parcels listed, only eleven would be considered at this time. The site plan will be presented to the Council at a later date. Village Attorney Torcivia read the title of the caption into the record.

Mayor Smith offered the public an opportunity to speak. There were no comments from the public.

Council Member Ready made a motion to approve Ordinance No. 2022-12 in the First Reading. Vice-Mayor Gunther seconded the motion. The motion carried 3-0.

ACTIONS AND REPORTS

There were no Actions and Reports.

VILLAGE MANAGER COMMENTS

The Village Manager, Mr. Bornstein, complimented each of the staff on their professionalism in preparation for Hurricane Nicole. He discussed the schedule of upcoming holiday events.

VILLAGE COUNCIL COMMENTS

Council Member Ready summarized his involvement in the events. Vice-Mayor Gunther expressed his thanks for the work the staff did during hurricane preparations and wished residents and staff a happy Veterans Day. It was discussed how the Florida Redevelopment Association (FRA) convention bus tour proceeded and what damage was caused by Hurricane Irma. Walmart trailers were also discussed by the Council. In addition to talking about the "Love to Ride" fitness challenge, the Council talked about the Fall Festival.

The staff did a great job preparing for the storm. This year's Fall Festival was a success.

ADJOURNMENT

Hearing no further business, Mayor Smith adjourned the meeting at 7:17 PM.

The undersigned is the Village Clerk of Palm Springs, Florida, and the information provided herein is the Minutes of the Regular Council Meeting held on **November 10, 2022**. Which minutes were formally approved and adopted by the Village Council on **January 12, 2023**.

Kimberly M. Wynn, Village Clerk

**NEXT REGULAR MEETING:
THURSDAY, DECEMBER 8, 2022 AT 6:30 PM
(IMMEDIATELY FOLLOWING THE LPA MEETING)**

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME Brinkman Joni Sue		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Village of Palm Springs Council	
MAILING ADDRESS 201 Rex Court		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY Palm Springs		☒ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY	
COUNTY Palm Beach		NAME OF POLITICAL SUBDIVISION: Village of Palm Springs	
DATE ON WHICH VOTE OCCURRED 11/10/22		MY POSITION IS: ☒ ELECTIVE ☐ APPOINTIVE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Joni S. Brinkman, hereby disclose that on November 10, 20 22 :

(a) A measure came or will come before my agency which (check one or more)

- ☐ inured to my special private gain or loss;
- ☒ inured to the special gain or loss of my business associate, Urban Design Studio ;
- ☐ inured to the special gain or loss of my relative, _____ ;
- ☐ inured to the special gain or loss of _____, by
whom I am retained; or
- ☐ inured to the special gain or loss of _____, which
is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

My employer, Urban Design Studio is the agent for the applicant on Item 28 (Ordinance No. 2022-12) for a first reading on land use/zoning change on the Oxygen Development.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

November 10, 2022

Date Filed

Joni S. Brinkman
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.



Village of Palm Springs

Executive Brief

AGENDA DATE: January 12, 2023

DEPARTMENT: Administration

ITEM #2: Resolution No. 2023-01 Supporting the 2023 Florida League of Cities (FLC) Legislative Platform

SUMMARY: As part of the Florida League of Cities Legislative Platform that was established on December 2, 2022, the League of Cities seeks the support of all municipalities for their 2023 FLC Legislative Platform. In the upcoming Legislative Session of 2023, the Village of Palm Springs will work closely with the local delegation to support these and other issues affecting Florida's towns, cities, and villages.

On March 7, 2023, the Florida Legislature will convene the 2023 Legislative Session.

In light of this resolution, the Village Clerk is directed to provide a certified copy of Resolution No. 2023-01 to all members of the Florida Legislature, the Governor, the Florida League of Cities, the Palm Beach County Legislative Delegation, as well as any other interested parties.

FISCAL IMPACT:

ATTACHMENTS:

1. Resolution No. 2023-01 Supporting the FLC Legislative Platform

RESOLUTION 2023-01

A RESOLUTION OF THE VILLAGE COUNCIL OF PALM SPRINGS, FLORIDA, URGING MEMBERS OF THE FLORIDA LEGISLATURE TO SUPPORT THE 2023 FLORIDA LEAGUE OF CITIES (FLC) LEGISLATIVE PLATFORM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature will convene the 2023 Legislative Session on March 7, 2023; and

WHEREAS, the membership of the Florida League of Cities adopted the 2023 FLC Legislative Platform during the FLC Legislative Conference on December 2, 2022; and

WHEREAS, the Village of Palm Springs supports the 2023 FLC Legislative Platform, which includes:

- Supporting the preservation of municipal authority to manage municipal revenue sources and realize a reasonable rate of return on their proprietary assets, investments, and services.
- Supporting legislation that defines and clarifies mobility plans in order to provide a clear and concise regulatory framework for Florida cities to acquire, construct and implement both traditional and alternative modes of transportation.
- Supporting legislation that restores authority to local governments for the regulation of short-term rental properties as necessary for quality of life, public safety, and the creation of fair lodging standards. Supporting legislation clarifying that existing, grandfathered municipal short-term rental ordinances can be amended without penalty. Opposing legislation that preempts municipal authority as it relates to the regulation of short-term rental properties.
- Supporting legislation that requires all money from the Sadowski State and Local Housing Trust Fund be used only for Florida's affordable housing programs that are targeted to meet the needs of workforce housing, including home ownership and rental availability.
- Supporting legislation establishing a statewide coordinated planning and prioritization approach for water resource investments that funds Florida's current and projected water needs in an equitable manner and authorizing

Comprehensive Watershed Management projects to qualify for funding under the state Water Protection and Sustainability Trust Fund.

WHEREAS, the Village of Palm Springs also supports the FLC policy positions relating to:

- Property Tax Protection
- Residential Zoning
- Transportation Funding
- Water and Wastewater Plant Operator Licensure

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA:

Section 1. The above "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are incorporated herein by this reference.

Section 2. The Village of Palm Springs will work with our local legislative delegation in support of these and other issues affecting Florida's cities, towns, and villages during the upcoming 2023 Legislative Session.

Section 3. That the Village Clerk is directed to transmit a certified copy of this Resolution to members of the Florida Legislature, the Governor, Florida League of Cities, Palm Beach County Legislative Delegation, and any other interested parties

Section 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 5. This resolution shall become effective immediately upon passage.

Council Member _____ offered the foregoing motion to approve the Resolution. Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

Resolution No. 2023-01 Supporting the FLC Legislative Platform

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	☐	☐	☐
DOUG GUNTHER, VICE MAYOR	☐	☐	☐
JONI BRINKMAN, MAYOR PRO TEM	☐	☐	☐
PATTI WALLER, COUNCIL MEMBER	☐	☐	☐
GARY READY, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared this Resolution duly passed and adopted this _____ day of _____, 2023.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEVERLY SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY



Village of Palm Springs

Executive Brief

AGENDA DATE: January 12, 2023

DEPARTMENT: Public Works

ITEM #3: Approve Roadway Asphalt Milling & Resurfacing - Work Authorization No. 5 - Public Works Department (FY 2023 Budget Funded - Roads, Sidewalks, Drainage & Bridge 01441-55300) - Ranger Construction Industries, Inc.

Summary: The Public Works Department recommends that five (5) roadway segments throughout the Village be milled and resurfaced based on visual inspection and rating by staff. These roadways currently have pavement; however, they have significant pavement deterioration and will need to be milled and resurfaced to extend their service life.

The Public Works Department is recommending that the following five (5) roadways be approved to be milled and resurfaced utilizing the Village's existing piggyback contract with Ranger Construction Industries, Inc. for the amount of \$155,707.31:

- Anna Lane (From Donald Road - Dead End)
- Bermuda Road (From Meadow Road - Dead End)
- Lillian Road (From South Congress Avenue - Lori Drive)
- Line Drive (From South Military Trail - Dead End)
- Woodhaven Drive (From Forest Hill Boulevard - Dead End)

To get the lowest possible price, the Village staff recommends using our existing agreement and piggybacking off the current Palm Beach contract awarded to Ranger Construction Industries on October 16, 2021. Palm Beach County conducted a competitive selection process for the Palm Beach County Annual Milling and Resurfacing Contract (ITB # R2021-0984 - Project Number 2021050 - August 17, 2021).

The Village accepts Ranger Construction Industries' pricing under the Palm Beach County contract, including all conditions, terms, and prices. Palm Beach County's contract expires on October 16, 2024, but a six (6) month renewal option is available.

All original bid documents authorizing the initial piggyback and renewal agreements with Ranger Construction Industries, Inc. are available in the Village Clerk's Office.

The Village's Purchasing Code, Section 58-9. By using contracts from other government agencies, the Village can award contracts by piggybacking or accessing the goods and services from contracts with

the State of Florida, Florida political subdivisions, or any other governmental entity (other than the Federal government). The agreement is valid if the goods and services are identical or substantially similar and procured competitively.

March/April 2023 is the estimated completion date of the project.

The proposed project Work Authorization No. 5 was prepared by the Village Attorney and reviewed by the Assistant Public Works Director, Assistant Village Manager, and the Finance Director.

The Village has previously worked with the proposed contractor and has received excellent service and a quality product.

FISCAL IMPACT:

Funding to support purchases under this proposal is available within the FY 2023 - General Fund (01441-55300).

FY22/23 Approved Budget	01441-55300	\$245,000.00
Project Request - General Fund	01441-55300	\$155,707.31

The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

ATTACHMENTS:

1. Work Authorization No. 5- Milling and Resurfacing Signed
2. Proposal - Village of Palm Springs 2023
3. Bid Tabulation
4. Contract - Ranger Construction with PBC
5. Authorization to Piggyback 2022

PROJECT WORK AUTHORIZATION NO. 5 WITH RANGER CONSTRUCTION FOR MILLING AND RESURFACING PROJECTS

This Project Work Authorization No. 5 is made as of the _____ day of _____, 2020, by and between the **Village of Palm Springs**, 226 Cypress Lane, Palm Springs, Florida 33461-1699, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the “Village”, and **Ranger Construction Industries, Inc.**, 101 Sansbury Way, West Palm Beach, FL 33411, a corporation authorized to do business in the State of Florida, hereinafter referred to as the “Contractor”.

1.0 Project Description:

The Public Service Department has identified a need to mill and resurface several roadways throughout the Village.

The Village desires the Contractor to provide the milling and resurfacing of the following streets:

1. Anna Ln
2. Bermuda Rd
3. Lillian Rd
4. Line Dr
5. Woodhaven Dr

2.0 Scope

Under this Project Work Authorization, the Contractor will provide the construction services to the Village as detailed in the **Contractor’s proposal attached hereto and incorporated herein as Exhibit “A”**.

3.0 Schedule

The services to be provided under this Project Work Authorization shall be completed within ninety (90) calendar days from the Village’s issuance of a Notice to Proceed.

4.0 Compensation

This Project Work Authorization is issued for a not to exceed price in the amount of \$155,707.31. The attached proposal identifies all costs and expenses included in the not to exceed amount.

5.0 Authorization

This Project Work Authorization is issued pursuant to the Agreement for milling and resurfacing between the Village and the Contractor, dated January 12, 2022. If there are any conflicts between the terms and conditions of this Project Work Authorization and the Agreement, the terms and conditions of the Agreement shall prevail.

THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Village and Contractor have caused this Project Work Authorization No. 5 to be executed the day and year shown above.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Bev Smith, Mayor

ATTEST

Kim Wynn, Village Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, Village Attorney

CONTRACTOR: **RANGER CONSTRUCTION INDUSTRIES, INC.**

Jamie R
By: Timming  Digitally signed by Jamie R
Timming
Date: 2022.12.31 10:11:04 -05'00'

Print Name: Jamie Timming

Title: Vice President

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by _____, as _____ of Ranger Construction Industries, Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

Print Name: _____
My commission expires: _____



Central Division) 793-9400
 101 Sansbury's Way 790-4332
 West Palm Beach, FL 33411
 Phone: (561) 793-9400
 Fax: (561) 790-4332
www.rangerconstruction.com

QUOTATION REQUEST

Submitted To: Village of Palm Springs	Date: 07-Dec-22
Address: 226 Cypress Lane Palm Springs, FL 33461	Phone: (561) 601-1449
Contact: Timothy A.Crespo	Fax:
	Job Name: Resurfacing Village of Palm Springs
	Job Location: Village of Palm Springs
	Prop. Owned By:

ANNA LN (From Donald Rd. to dead end)

NOTE: QUANTITIES(TONS) HAVE BEEN INCREASED BY 10% TO SERVE AS A CONTINGENCY (Per VPS

<u>ITEM No.</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
30	Superpave asph.conc.SP 9.5 lev C or Type SIII (0-500 Tons order) Residential Roadways	162.00	TN	\$120.00	\$19,440.00
27	Mill existing asphalt pvmt (<5,000 SY) Residential Roadways	1.00	1/2 D	\$8,000.00	\$8,000.00
26	Portable Milling machine	8.00	HR	\$230.00	\$1,840.00
Bituminous adjustment (November index)					\$1,835.20
TOTAL					\$31,115.20

Special Note(s):

- 1) Asphalt prices based on Annual Asphalt milling and resurfacing PBC 2021050
- 2) Quantities based on preliminary information, billing based on final quantities verified from plant weight tickets.
- 3) Asphalt quantity based on an average yield of 120 lb/sy of 1" laydown. (2,450 SY)
- 4) This quotation does not include permanent Striping.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer _____ Signature _____ Date Accepted _____	CONFIRMED: Ranger Construction Industries, Inc. Authorized Signature _____ Name & Title Beatriz Ramirez, Estimator
--	---



Central Division) 793-9400
 101 Sansbury's Way 790-4332
 West Palm Beach, FL 33411
 Phone: (561) 793-9400
 Fax: (561) 790-4332
www.rangerconstruction.com

QUOTATION REQUEST

Submitted To: Village of Palm Springs	Date: 07-Dec-22
Address: 226 Cypress Lane Palm Springs, FL 33461	Phone: (561) 601-1449
Contact: Timothy A.Crespo	Fax:
	Job Name: Resurfacing Village of Palm Springs
	Job Location: Village of Palm Springs
	Prop. Owned By:

LINE DR (Military Trail to Cul de sac)

NOTE: QUANTITIES(TONS) HAVE BEEN INCREASED BY 10% TO SERVE AS A CONTINGENCY (Per VPS

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
30	Superpave asph.conc.SP 9.5 lev C or Type SIII (0-500 Tons order) Residential Roadways	201.00	TN	\$120.00	\$24,120.00
27	Mill existing asphalt pvmt (<5,000 SY) Residential Roadways	1.00	1/2 D	\$8,000.00	\$8,000.00
26	Portable Milling machine	8.00	HR	\$230.00	\$1,840.00
Bituminous adjustment (November index)					\$2,277.00
TOTAL					\$36,237.00

Special Note(s):

- 1) Asphalt prices based on Annual Asphalt milling and resurfacing PBC 2021050
- 2) Quantities based on preliminary information, billing based on final quantities verified from plant weight tickets.
- 3) Asphalt quantity based on an average yield of 120 lb/sy of 1" laydown. (3040 SY)
- 4) This quotation does not include permanent Striping.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer _____ Signature _____ Date Accepted _____	CONFIRMED: Ranger Construction Industries, Inc. Authorized Signature _____ Name & Title Beatriz Ramirez, Estimator
--	---



Central Division) 793-9400
 101 Sansbury's Way 790-4332
 West Palm Beach, FL 33411
 Phone: (561) 793-9400
 Fax: (561) 790-4332
www.rangerconstruction.com

QUOTATION REQUEST

Submitted To: Village of Palm Springs	Date: 07-Dec-22
Address: 226 Cypress Lane Palm Springs, FL 33461	Phone: (561) 601-1449
Contact: Timothy A.Crespo	Fax:
	Job Name: Resurfacing Village of Palm Springs
	Job Location: Village of Palm Springs
	Prop. Owned By:

LILLIAN RD (Congress ave to Bonnie Blvd)

NOTE: QUANTITIES(TONS) HAVE BEEN INCREASED BY 10% TO SERVE AS A CONTINGENCY (Per VPS

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
30	Superpave asph.conc.SP 9.5 lev C or Type SIII (0-500 Tons order) Residential Roadways	201.00	TN	\$120.00	\$24,120.00
27	Mill existing asphalt pvmt (<5,000 SY) Residential Roadways	1.00	1/2 D	\$8,000.00	\$8,000.00
26	Portable Milling machine	8.00	HR	\$230.00	\$1,840.00
Bituminous adjustment (November index)					\$2,277.00
TOTAL					\$36,237.00

Special Note(s):

- 1) Asphalt prices based on Annual Asphalt milling and resurfacing PBC 2021050
- 2) Quantities based on preliminary information, billing based on final quantities verified from plant weight tickets.
- 3) Asphalt quantity based on an average yield of 120 lb/sy of 1" laydown. (3045 SY)
- 4) This quotation does not include permanent Striping.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer _____ Signature _____ Date Accepted _____	CONFIRMED: Ranger Construction Industries, Inc. Authorized Signature _____ Name & Title Beatriz Ramirez, Estimator
--	--



Central Division) 793-9400
 101 Sansbury's Way 790-4332
 West Palm Beach, FL 33411
 Phone: (561) 793-9400
 Fax: (561) 790-4332
www.rangerconstruction.com

QUOTATION REQUEST

Submitted To: Village of Palm Springs	Date: 07-Dec-22
Address: 226 Cypress Lane Palm Springs, FL 33461	Phone: (561) 601-1449
Contact: Timothy A.Crespo	Fax:
	Job Name: Resurfacing Village of Palm Springs
	Job Location: Village of Palm Springs
	Prop. Owned By:

BERMUDA RD (From Meadow Rd. to dead end)

NOTE: QUANTITIES(TONS) HAVE BEEN INCREASED BY 10% TO SERVE AS A CONTINGENCY (Per VPS

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
30	Superpave asph.conc.SP 9.5 lev C or Type SIII (0-500 Tons order) Residential Roadways	147.00	TN	\$120.00	\$17,640.00
27	Mill existing asphalt pvmt (<5,000 SY) Residential Roadways	1.00	1/2 D	\$8,000.00	\$8,000.00
26	Portable Milling machine	8.00	HR	\$230.00	\$1,840.00
Bituminous adjustment (November index)					\$1,665.27
TOTAL					\$29,145.27

Special Note(s):

- 1) Asphalt prices based on Annual Asphalt milling and resurfacing PBC 2021050
- 2) Quantities based on preliminary information, billing based on final quantities verified from plant weight tickets.
- 3) Asphalt quantity based on an average yield of 120 lb/sy of 1" laydown. (2222 SY)
- 4) This quotation does not include permanent Striping.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer _____ Signature _____ Date Accepted _____	CONFIRMED: Ranger Construction Industries, Inc. Authorized Signature _____ Name & Title Beatriz Ramirez, Estimator
--	---



Central Division 9400
 101 Sansbury's Way 4332
 West Palm Beach, FL 33411
 Phone: (561) 793-9400
 Fax: (561) 790-4332
www.rangerconstruction.com

QUOTATION REQUEST

Submitted To: Village of Palm Springs	Date: 07-Dec-22
Address: 226 Cypress Lane Palm Springs, FL 33461	Phone: (561) 601-1449
Contact: Timothy A. Crespo	Fax:
	Job Name: Resurfacing Village of Palm Springs
	Job Location: Village of Palm Springs
	Prop. Owned By:

WOODHAVEN DR (Forest Hill Blvd to dead end)

NOTE: QUANTITIES(TONS) HAVE BEEN INCREASED BY 10% TO SERVE AS A CONTINGENCY (Per VPS request)

<u>ITEM No.</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
30	Superpave asph.conc.SP 9.5 lev C or Type SIII (0-500 Tons order) Residential Roadways	100.00	TN	\$120.00	\$12,000.00
27	Mill existing asphalt pvmt (<5,000 SY) Residential Roadways	1.00	1/2 D	\$8,000.00	\$8,000.00
26	Portable Milling machine	8.00	HR	\$230.00	\$1,840.00
Bituminous adjustment (November index)					\$1,132.84
TOTAL					\$22,972.84

Special Note(s):

- 1) Asphalt prices based on Annual Asphalt milling and resurfacing PBC 2021050
- 2) Quantities based on preliminary information, billing based on final quantities verified from plant weight tickets.
- 3) Asphalt quantity based on an average yield of 120 lb/sy of 1" laydown. (1,520 SY)
- 4) This quotation does not include permanent Striping.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer _____ Signature _____ Date Accepted _____	CONFIRMED: Ranger Construction Industries, Inc. Authorized Signature _____ Name & Title Beatriz Ramirez, Estimator
--	--

BID TABULATIONS ANNUAL MILLING & RESURFACING CONTRACT PBC PROJECT #2021050				Average of Bid Items for All Bidders		Engineer's Estimate	Ranger Construction Industries, Inc.		M&M Asphalt Maintenance, Inc., d/b/a All County Paving	
Item #	Item Description	Qty.	Units	Unit Price	Unit Price		Unit Price	Amount	Unit Price	Amount
EAST DISTRICT										
1	Mill Existing Asphalt Pavement (1")	2,220,000	SY	\$ 2.83	\$ 1.65		\$ 2.00	\$ 4,440,000.00	\$ 1.85	\$ 4,107,000.00
2	Mill Existing Asphalt Pavement (1.5")	111,000	SY	\$ 3.09	\$ 1.75		\$ 2.00	\$ 222,000.00	\$ 2.00	\$ 222,000.00
3	ACSC Type S-I (0-200 Ton Orders)	1,400	TN	\$ 148.60	\$ 120.00		\$ 120.00	\$ 168,000.00	\$ 140.00	\$ 196,000.00
4	ACSC Type S-I (>200 Ton Orders)	17,500	TN	\$ 126.88	\$ 91.00		\$ 100.00	\$ 1,750,000.00	\$ 111.00	\$ 1,942,500.00
5	ACSC Type S-III (0-200 Ton Orders)	3,500	TN	\$ 148.60	\$ 125.00		\$ 120.00	\$ 420,000.00	\$ 140.00	\$ 490,000.00
6	ACSC Type S-III (> 200 Ton Orders)	17,500	TN	\$ 125.48	\$ 98.00		\$ 108.00	\$ 1,890,000.00	\$ 111.00	\$ 1,942,500.00
7	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (0-200 Ton Orders)	3,500	TN	\$ 148.60	\$ 125.00		\$ 120.00	\$ 420,000.00	\$ 140.00	\$ 490,000.00
8	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (200-800 Ton Orders)	10,500	TN	\$ 129.28	\$ 98.00		\$ 115.00	\$ 1,207,500.00	\$ 111.00	\$ 1,165,500.00
9	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (> 800 Ton Orders)	175,000	TN	\$ 122.60	\$ 95.00		\$ 108.50	\$ 18,987,500.00	\$ 110.00	\$ 19,250,000.00
10	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (0-200 Ton Orders)	1,400	TN	\$ 149.00	\$ 120.00		\$ 120.00	\$ 168,000.00	\$ 140.00	\$ 196,000.00
11	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (> 200 Ton Orders)	2,800	TN	\$ 129.04	\$ 93.00		\$ 100.00	\$ 280,000.00	\$ 111.00	\$ 310,800.00
12	High Friction Surface Treatment	17,500	SY	\$ 45.00	\$ 65.00		\$ 39.00	\$ 682,500.00	\$ 55.00	\$ 962,500.00
WEST DISTRICT										
13	Mill Existing Asphalt Pavement (1")	370,000	SY	\$ 2.85	\$ 1.80		\$ 1.90	\$ 703,000.00	\$ 1.85	\$ 684,500.00
14	Mill Existing Asphalt Pavement (1.5")	3,700	SY	\$ 4.59	\$ 4.00		\$ 2.00	\$ 7,400.00	\$ 7.50	\$ 27,750.00
15	ACSC Type S-I (0-200 Ton Orders)	1,750	TN	\$ 150.00	\$ 130.00		\$ 120.00	\$ 210,000.00	\$ 140.00	\$ 245,000.00
16	ACSC Type S-I (>200 Ton Orders)	70,000	TN	\$ 124.08	\$ 92.00		\$ 100.00	\$ 7,000,000.00	\$ 110.00	\$ 7,700,000.00
17	ACSC Type S-III (0-200 Ton Orders)	1,750	TN	\$ 150.00	\$ 130.00		\$ 120.00	\$ 210,000.00	\$ 140.00	\$ 245,000.00
18	ACSC Type S-III (> 200 Ton Orders)	1,750	TN	\$ 128.68	\$ 98.00		\$ 105.00	\$ 183,750.00	\$ 111.00	\$ 194,250.00
19	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (0-200 Ton Orders)	1,750	TN	\$ 150.00	\$ 130.00		\$ 120.00	\$ 210,000.00	\$ 140.00	\$ 245,000.00
20	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (200-800 Ton Orders)	1,750	TN	\$ 131.68	\$ 100.00		\$ 120.00	\$ 210,000.00	\$ 111.00	\$ 194,250.00
21	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (> 800 Ton Orders)	1,750	TN	\$ 124.10	\$ 100.00		\$ 107.00	\$ 187,250.00	\$ 110.00	\$ 192,500.00

BID TABULATIONS				Average of Bid Items for All Bidders		Engineer's Estimate		Ranger Construction Industries, Inc.		M&M Asphalt Maintenance, Inc., d/b/a All County Paving	
ANNUAL MILLING & RESURFACING CONTRACT											
PBC PROJECT #2021050											
Item #	Item Description	Qty.	Units	Unit Price	Unit Price	Unit Price	Amount	Unit Price	Amount		
22	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (0-200 Ton Orders)	1,750	TN	\$ 150.00	\$ 130.00	\$ 120.00	\$ 210,000.00	\$ 140.00	\$ 245,000.00		
23	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (> 200 Ton Orders)	3,500	TN	\$ 129.24	\$ 96.00	\$ 104.00	\$ 364,000.00	\$ 111.00	\$ 388,500.00		
24	High Friction Surface Treatment	7,000	SY	\$ 45.00	\$ 65.00	\$ 39.00	\$ 273,000.00	\$ 55.00	\$ 385,000.00		
EAST AND WEST DISTRICTS											
25	Off Duty Police Officer	700	HR	\$ 67.90	\$ 70.00	\$ 75.00	\$ 52,500.00	\$ 73.50	\$ 51,450.00		
26	Portable Milling Machine	875	HR	\$ 260.00	\$ 210.00	\$ 230.00	\$ 201,250.00	\$ 210.00	\$ 183,750.00		
27	Mill Existing Asphalt Pavement (<5,000 SY)	185	1/2 Day	\$ 5,285.00	\$ 7,000.00	\$ 8,000.00	\$ 1,480,000.00	\$ 4,250.00	\$ 786,250.00		
28	Mill Existing Asphalt Pavement (1") - Residential Roadways	740,000	SY	\$ 2.97	\$ 2.00	\$ 2.10	\$ 1,554,000.00	\$ 1.85	\$ 1,369,000.00		
29	Mill Existing Asphalt Pavement (1.5") - Residential Roadways	92,500	SY	\$ 3.14	\$ 2.20	\$ 2.05	\$ 189,625.00	\$ 2.00	\$ 185,000.00		
30	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (0-500 Ton Orders) - Residential Road	17,500	TN	\$ 137.20	\$ 150.00	\$ 120.00	\$ 2,100,000.00	\$ 120.00	\$ 2,100,000.00		
31	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (> 500 Ton Orders) - Residential Road	35,000	TN	\$ 127.68	\$ 130.00	\$ 115.00	\$ 4,025,000.00	\$ 115.00	\$ 4,025,000.00		
32	Surcharge to deliver millings to Palm Beach County stockpile site using contractor vehicle	35,000	CY	\$ 5.00	\$ 3.00	\$ 2.00	\$ 70,000.00	\$ 2.00	\$ 70,000.00		
33	Surcharge for Palm Beach County to pick up millings in County vehicles	35,000	CY	\$ 3.38	\$ 2.00	\$ (3.10)	\$ (108,500.00)	\$ -	\$ -		
34	Manhole Adjustment	1,750	EA	\$ 633.00	\$ 180.00	\$ 180.00	\$ 315,000.00	\$ 225.00	\$ 393,750.00		
35	Adjust Valve Boxes & Misc. Structures	1,750	EA	\$ 239.00	\$ 75.00	\$ 95.00	\$ 166,250.00	\$ 125.00	\$ 218,750.00		
36	Box Out Shoulder (as per detail)	350	HR	\$ 172.00	\$ 140.00	\$ 140.00	\$ 49,000.00	\$ 150.00	\$ 52,500.00		
37	Remove and Re-install Wheel Stops	963	EA	\$ 54.45	\$ 50.00	\$ 40.00	\$ 38,520.00	\$ 55.00	\$ 52,965.00		
38	Bituminous Material (Prime Coat)	350	Gal	\$ 5.40	\$ 6.00	\$ 6.50	\$ 2,275.00	\$ 5.00	\$ 1,750.00		
39	Premium for work within Railroad rights-of-way (see footnote)	70	EA	\$ 2,700.00	\$ 5,400.00	\$ 1,300.00	\$ 91,000.00	\$ 1,000.00	\$ 70,000.00		
TOTAL BID						\$ 50,629,820.00		\$ 51,581,715.00			

BID TABULATIONS ANNUAL MILLING & RESURFACING CONTRACT PBC PROJECT #2021050				Hardrives of Delray, Inc.		General Asphalt Co., Inc.		Saffold Paving, Inc.	
Item #	Item Description	Qty.	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
EAST DISTRICT									
1	Mill Existing Asphalt Pavement (1")	2,220,000	SY	\$ 1.40	\$ 3,108,000.00	\$ 2.00	\$ 4,440,000.00	\$ 6.90	\$ 15,318,000.00
2	Mill Existing Asphalt Pavement (1.5")	111,000	SY	\$ 2.00	\$ 222,000.00	\$ 2.45	\$ 271,950.00	\$ 7.00	\$ 777,000.00
3	ACSC Type S-I (0-200 Ton Orders)	1,400	TN	\$ 120.00	\$ 168,000.00	\$ 156.00	\$ 218,400.00	\$ 207.00	\$ 289,800.00
4	ACSC Type S-I (>200 Ton Orders)	17,500	TN	\$ 118.00	\$ 2,065,000.00	\$ 126.00	\$ 2,205,000.00	\$ 179.40	\$ 3,139,500.00
5	ACSC Type S-III (0-200 Ton Orders)	3,500	TN	\$ 120.00	\$ 420,000.00	\$ 156.00	\$ 546,000.00	\$ 207.00	\$ 724,500.00
6	ACSC Type S-III (> 200 Ton Orders)	17,500	TN	\$ 118.00	\$ 2,065,000.00	\$ 111.00	\$ 1,942,500.00	\$ 179.40	\$ 3,139,500.00
7	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (0-200 Ton Orders)	3,500	TN	\$ 120.00	\$ 420,000.00	\$ 156.00	\$ 546,000.00	\$ 207.00	\$ 724,500.00
8	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (200-800 Ton Orders)	10,500	TN	\$ 120.00	\$ 1,260,000.00	\$ 121.00	\$ 1,270,500.00	\$ 179.40	\$ 1,883,700.00
9	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (> 800 Ton Orders)	175,000	TN	\$ 118.00	\$ 20,650,000.00	\$ 111.00	\$ 19,425,000.00	\$ 165.50	\$ 28,962,500.00
10	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (0-200 Ton Orders)	1,400	TN	\$ 122.00	\$ 170,800.00	\$ 156.00	\$ 218,400.00	\$ 207.00	\$ 289,800.00
11	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (> 200 Ton Orders)	2,800	TN	\$ 120.00	\$ 336,000.00	\$ 121.00	\$ 338,800.00	\$ 193.20	\$ 540,960.00
12	High Friction Surface Treatment	17,500	SY	\$ 39.00	\$ 682,500.00	\$ 60.00	\$ 1,050,000.00	\$ 32.00	\$ 560,000.00
WEST DISTRICT									
13	Mill Existing Asphalt Pavement (1")	370,000	SY	\$ 1.60	\$ 592,000.00	\$ 2.00	\$ 740,000.00	\$ 6.90	\$ 2,553,000.00
14	Mill Existing Asphalt Pavement (1.5")	3,700	SY	\$ 4.00	\$ 14,800.00	\$ 2.45	\$ 9,065.00	\$ 7.00	\$ 25,900.00
15	ACSC Type S-I (0-200 Ton Orders)	1,750	TN	\$ 127.00	\$ 222,250.00	\$ 156.00	\$ 273,000.00	\$ 207.00	\$ 362,250.00
16	ACSC Type S-I (>200 Ton Orders)	70,000	TN	\$ 120.00	\$ 8,400,000.00	\$ 111.00	\$ 7,770,000.00	\$ 179.40	\$ 12,558,000.00
17	ACSC Type S-III (0-200 Ton Orders)	1,750	TN	\$ 127.00	\$ 222,250.00	\$ 156.00	\$ 273,000.00	\$ 207.00	\$ 362,250.00
18	ACSC Type S-III (> 200 Ton Orders)	1,750	TN	\$ 127.00	\$ 222,250.00	\$ 121.00	\$ 211,750.00	\$ 179.40	\$ 313,950.00
19	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (0-200 Ton Orders)	1,750	TN	\$ 127.00	\$ 222,250.00	\$ 156.00	\$ 273,000.00	\$ 207.00	\$ 362,250.00
20	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (200-800 Ton Orders)	1,750	TN	\$ 127.00	\$ 222,250.00	\$ 121.00	\$ 211,750.00	\$ 179.40	\$ 313,950.00
21	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (> 800 Ton Orders)	1,750	TN	\$ 127.00	\$ 222,250.00	\$ 111.00	\$ 194,250.00	\$ 165.50	\$ 289,625.00

BID TABULATIONS				Hardrives of Delray, Inc.		General Asphalt Co., Inc.		Saffold Paving, Inc.	
ANNUAL MILLING & RESURFACING CONTRACT									
PBC PROJECT #2021050									
Item #	Item Description	Qty.	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
22	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (0-200 Ton Orders)	1,750	TN	\$ 127.00	\$ 222,250.00	\$ 156.00	\$ 273,000.00	\$ 207.00	\$ 362,250.00
23	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (> 200 Ton Orders)	3,500	TN	\$ 127.00	\$ 444,500.00	\$ 111.00	\$ 388,500.00	\$ 193.20	\$ 676,200.00
24	High Friction Surface Treatment	7,000	SY	\$ 39.00	\$ 273,000.00	\$ 60.00	\$ 420,000.00	\$ 32.00	\$ 224,000.00
EAST AND WEST DISTRICTS									
25	Off Duty Police Officer	700	HR	\$ 90.00	\$ 63,000.00	\$ 66.00	\$ 46,200.00	\$ 35.00	\$ 24,500.00
26	Portable Milling Machine	875	HR	\$ 110.00	\$ 96,250.00	\$ 500.00	\$ 437,500.00	\$ 250.00	\$ 218,750.00
27	Mill Existing Asphalt Pavement (<5,000 SY)	185	1/2 Day	\$ 3,675.00	\$ 679,875.00	\$ 8,000.00	\$ 1,480,000.00	\$ 2,500.00	\$ 462,500.00
28	Mill Existing Asphalt Pavement (1") - Residential Roadways	740,000	SY	\$ 2.00	\$ 1,480,000.00	\$ 2.00	\$ 1,480,000.00	\$ 6.90	\$ 5,106,000.00
29	Mill Existing Asphalt Pavement (1.5") - Residential Roadways	92,500	SY	\$ 2.25	\$ 208,125.00	\$ 2.40	\$ 222,000.00	\$ 7.00	\$ 647,500.00
30	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (0-500 Ton Orders) - Residential Roadways	17,500	TN	\$ 118.00	\$ 2,065,000.00	\$ 121.00	\$ 2,117,500.00	\$ 207.00	\$ 3,622,500.00
31	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (> 500 Ton Orders) - Residential Roadways	35,000	TN	\$ 118.00	\$ 4,130,000.00	\$ 111.00	\$ 3,885,000.00	\$ 179.40	\$ 6,279,000.00
32	Surcharge to deliver millings to Palm Beach County stockpile site using contractor vehicle	35,000	CY	\$ 1.00	\$ 35,000.00	\$ 0.01	\$ 350.00	\$ 20.00	\$ 700,000.00
33	Surcharge for Palm Beach County to pick up millings in County vehicles	35,000	CY	\$ -	\$ -	\$ 0.01	\$ 350.00	\$ 20.00	\$ 700,000.00
34	Manhole Adjustment	1,750	EA	\$ 250.00	\$ 437,500.00	\$ 440.00	\$ 770,000.00	\$ 2,070.00	\$ 3,622,500.00
35	Adjust Valve Boxes & Misc. Structures	1,750	EA	\$ 300.00	\$ 525,000.00	\$ 330.00	\$ 577,500.00	\$ 345.00	\$ 603,750.00
36	Box Out Shoulder (as per detail)	350	HR	\$ 220.00	\$ 77,000.00	\$ 150.00	\$ 52,500.00	\$ 200.00	\$ 70,000.00
37	Remove and Re-install Wheel Stops	963	EA	\$ 26.25	\$ 25,278.75	\$ 96.00	\$ 92,448.00	\$ 55.00	\$ 52,965.00
38	Bituminous Material (Prime Coat)	350	Gal	\$ 6.00	\$ 2,100.00	\$ 6.00	\$ 2,100.00	\$ 3.50	\$ 1,225.00
39	Premium for work within Railroad rights-of-way (see footnote)	70	EA	\$ 5,000.00	\$ 350,000.00	\$ 1,200.00	\$ 84,000.00	\$ 5,000.00	\$ 350,000.00
TOTAL BID				\$ 53,021,478.75		\$ 54,757,313.00		\$ 97,214,575.00	

THE COUNTY DOES NOT GUARANTEE THE ACCURACY OF THE FORMULAS AND EXTENSIONS USED IN THIS SPREADSHEET.
THE ITEMS AND QUANTITIES ABOVE, SHALL GOVERN OVER THE PLANS.
PAY ITEM FOOTNOTES IN CONSTRUCTION PLANS SHALL ALSO BE INCLUDED IN ITEM UNIT PRICE.
PAY ITEM FOOTNOTES
All costs for Maintenance of Traffic (MOT) shall be considered incidental to, and shall be included in, unit prices for the pay items. The only exceptions to this shall be the Off Duty Police Officer required per specification and standards or as directed by Palm Beach County and the premium for MOT within a railroad right-of-way which shall be included in the "Premium for work within Railroad rights-of-way" item.
Milling Existing Asphalt Pavement Items per square yard are based on the indicated depth of milling. In the event that other milling depths are required, the contract price for Mill Existing Asphalt Pavement will be adjusted in (1/2") increments.
Portable Milling Machine , per hour, includes portable milling machine, all labor for actual milling and clean-up and satisfactory disposal of milled material. Payment shall be based upon actual hours for milling and clean-up. Disposal of milled material shall be considered incidental to per hour rate for Portable Milling Machine.
Manhole Adjustment , each, may be accomplished using precast rings or other methods acceptable to the County.
Remove and Re-install Wheel Stops , each, includes all labor, equipment and materials required for removal of wheel stops and re-bar or other methods of attachment, stockpiling and protecting wheel stops and accessories and re-installation of wheel stops by an acceptable attachment method. Furnishing and installing replacement wheel stops and/or attachment devices which have been damaged during removal or storage shall be incidental to the pay item.
Residential roadways will be identified by Palm Beach County. The intent of Residential Roadway items is for those roadways within subdivisions with direct driveway connections. Note there are also local streets and collector roads with direct driveway connections that will not be considered as a Residential Roadway.
Palm Beach County reserves the right to acquire millings at their discretion. Delivery options include, transport of millings using Palm Beach County vehicles and/or Contractor supplied vehicles (surcharge to be applied).
Surcharge for delivery of millings will include all labor, equipment and materials required to deliver millings to the Palm Beach County stockpile site on Benoist Farms Road.
Premium for work within Railroad rights-of-way shall include all additional costs required to work within the railway right-of-way. This shall include, but not be limited to permitting, maintenance of traffic, railroad protective liability insurance policies, and other permit requirements.
Bids as read at opening on March 16, 2021, 2:00 PM
All bids subject to OEBO compliance and Board Approval.
Prepared by: Colleen Flanagan, Technical Assistant 1
Checked by: Holly B. Knight, P.E., Contracts Section Manager

AGREEMENT FOR ROADWAY MILLING AND RESURFACING

This Agreement for roadway milling and resurfacing ("Agreement") is entered into this 6th day of January, 2022, by and between the **Village of Palm Springs**, 226 Cypress Lane, Palm Springs, Florida 33461-1699, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the VILLAGE, and **Ranger Construction Industries, Inc.**, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

RECITALS

WHEREAS, the VILLAGE is in need of a contractor to provide roadway milling and resurfacing services for the VILLAGE; and

WHEREAS, Palm Beach County, through its competitive selection process, awarded a contract for roadway milling and resurfacing (Project No. 202150) ("PBC Contract") to the CONTRACTOR for substantially the same services sought by the VILLAGE; and

WHEREAS, the VILLAGE requested and the CONTRACTOR has executed this Agreement with the VILLAGE to provide vehicle towing and storage services based on the pricing and terms and conditions of the PBC Contract; and

WHEREAS, the VILLAGE desires to accept CONTRACTOR's pricing by piggy-backing the PBC Contract, including all terms, conditions and pricing therein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. PBC Contract. The PBC Contract with the CONTRACTOR is hereby expressly made a part of this Agreement as fully as if set forth at length herein. The VILLAGE shall have all rights, obligations and remedies authorized to Palm Beach County under the PBC Contract and all associated and applicable Contract Documents as defined therein.
3. Agreement. In accordance with the terms and conditions in the PBC Contract and pricing therein, the CONTRACTOR shall provide roadway milling and resurfacing services as requested by the VILLAGE.
4. Contract Documents and Conflict of Terms and Conditions. The Contract Documents for this Agreement are comprised of the following:
 - (a) All written modifications and amendments hereto;
 - (b) This Agreement;

- (c) PBC Contract (including the Invitation to Bid, Contractor's Proposal and Contract and all attachments and exhibits thereto).

The Contract Documents of this Agreement are intended to be complementary and interpreted in harmony so as to avoid conflict with the words and phrases interpreted in a manner consistent with industry standards. In the event of any inconsistency, conflict or ambiguity between or among the Contract Documents of this Agreement, the Contract Documents of this Agreement shall take precedence in the following order:

- (a) All written modifications and amendments hereto;
- (b) This Agreement;
- (c) The PBC Contract.

- 5. Compensation to Contractor. Payments by the VILLAGE to the CONTRACTOR under this Agreement shall not exceed the amount of compensation, on the unit basis, as set forth under the PBC Contract. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. **The VILLAGE will not expend more than the amount in the approved Budget as it may be adopted each year for these goods and services over the term of this Agreement.**

- 6. Miscellaneous Provisions.

- 6.1 The VILLAGE and CONTRACTOR each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 6.2 CONTRACTOR shall maintain the insurance as required in PBC Contract applicable to the work being performed hereunder. Said insurance will name the VILLAGE as an additional insured.
- 6.3 Headings and References & Exhibits: The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Contract.
- 6.4 Counterparts: This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.
- 6.5 Entire Contract; Amendment and Waiver: This Contract (together with the Exhibits hereto) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the

date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

- 6.6 Successors and Assigns: This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6.7 Governing Law; Consent to Jurisdiction: This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.
- 6.8 Third Party Beneficiary rights: This Contract shall create no rights or claims whatsoever in any person other than a party herein.
- 6.9 Severability: If any one or more of the provisions of the Contract shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 6.10 Effective date, term and renewal: The effective date of this Contract is the date the Contract is approved by the Village Council. The term of this contract shall be for a term to mirror the PBC Contract renewal term which shall expire on October 16, 2024.
- 6.11 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- 6.12 All notices required in this Agreement shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Agreement.

7. Palm Beach County Inspector General. In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
8. Public Records. CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the VILLAGE as provided under section 119.011(2), Florida Statutes, specifically agrees to:
 - (a) Keep and maintain public records required by the VILLAGE to perform the service.
 - (b) Upon request from the VILLAGE's custodian of public records or designee, provide the VILLAGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the CONTRACTOR does not transfer the records to the VILLAGE.
 - (d) Upon completion of this Contract, transfer, at no cost, to the VILLAGE all public records in possession of the CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the service. If the CONTRACTOR transfers all public records to the VILLAGE upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records or designee, in a format that is compatible with the information technology systems of the VILLAGE.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-434-5084, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

The VILLAGE is exempt from payment of Florida State Sales and Use Tax. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the VILLAGE, nor is the CONTRACTOR authorized to use the VILLAGE'S Tax Exemption Number in securing such materials.

9. Indemnity. The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the VILLAGE, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Contract. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the VILLAGE in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the VILLAGE and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the VILLAGE and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The VILLAGE shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the VILLAGE before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the VILLAGE and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the VILLAGE, be detrimental in any material respect to the VILLAGE's reputation; (ii) the third party claim seeks an injunction or equitable relief against the VILLAGE; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will

not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the VILLAGE may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

10. Public Entity Crimes. As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Contract Documents, Company certify that they, their affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.
11. E-verify. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Company shall:
 - (a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
 - (b) Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
 - (c) Maintain copies of all subcontractor affidavits for the duration of this Agreement;
 - (d) Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
 - (e) Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
 - (f) Be aware that if the Village terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Company may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Village as a result of the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this to be executed as of the day and year set forth above.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Beverly Smith, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
Kimberly Wynn, Village Clerk

BY: _____
Glen J. Torcivia, Village Attorney

CONTRACTOR:

Ranger Construction Industries, Inc.

By: _____

Print Name: Jamie Timming
Print Title: Vice President

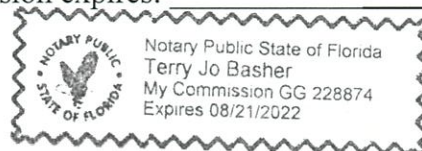
[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 6th day of January, 2022 by Jamie Timming, as Vice President of **Ranger Construction Industries, Inc.**, a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

Print Name: Terry Jo Basher
My commission expires: _____





December 14, 2022

Timothy A Crespo Jr
Public Work superintendent
Village of Palm Springs
360 Davis Rd
Palm Springs, FL 33461

RE: Palm Beach County Annual Milling & Resurfacing Contract (Project No. 2021050)

Dear Timothy A Crespo Jr,

Ranger Construction Industries authorizes the Village of Palm Springs to piggyback the Annual Milling & Resurfacing Contract (Project No. 2021050) that we have active with Palm Beach County. Ranger will honor its pricing provided to Palm Beach County for the Village of Palm Springs under the terms and conditions of the contract.

Sincerely,

**Jamie R
Timming**

Digitally signed by
Jamie R Timming
Date: 2022.12.14
09:12:02 -05'00'

Jamie Timming
Vice- President
Ranger Construction Industries



Village of Palm Springs

Executive Brief

AGENDA DATE: January 12, 2023

DEPARTMENT: Planning, Zoning & Building

ITEM #4: Temporary Use Permit - FDOT - Lake Worth Road - Construction Staging Area - 3475 2nd Avenue North

SUMMARY: Mr. Kevin McGinley, agent for the applicant, Zahlene Enterprises Inc., is requesting a Temporary Use Permit to allow a construction staging area to reconstruct the Lake Worth Road project, FDOT project number T4605. Approval of the request will enable the applicant, who is also the contractor for the project, to stage materials required for the project.

Due to the proximity of this property to the construction area, the use of this property as a staging area will help expedite the project's construction. It will allow the contractor to finish all construction activities quicker, reducing the time the traveling public will have due to the construction activities.

This preliminary site plan shows the proposed arrangement of temporary storage materials. Staging area accessibility is limited to the existing driveway connection on 2nd Avenue North.

The applicant is requesting a 2-year Temporary Use Permit while the reconstruction of Lake Worth Road is ongoing.

FISCAL IMPACT:

There is no direct fiscal impact from the proposed temporary use. This property is located within the Palm Springs Community Redevelopment Agency (CRA).

ATTACHMENTS:

1. Proposed Temporary Use Permit Agreement - Zahlene Enterprises Inc.
2. Applicant Justification Narrative - Zahlene Enterprises Inc.
3. Proposed Site Plan

Temporary Use Permit Agreement

This Temporary Use Permit ("License") is made effective January __, 2023 by and between the VILLAGE OF PALM SPRINGS, FLORIDA, a municipal corporation, ("Village") with its principal address at 226 Cypress Lane, Palm Springs, FL 33461; and DAVIS ROAD PROPERTY, INC. with its principal address at 1751 West 10th Street, Riviera Beach, FL 33404 ("Licensee").

RECITALS

WHEREAS, Licensee owns a parcel of land located in Palm Springs, Florida described in Exhibit "A" attached hereto and incorporated herein ("Property"); and

WHEREAS, the Property is located within the incorporated limits of the Village of Palm Springs, Florida; and

WHEREAS, Licensee requests a temporary use permit to occupy the Property.

WHEREAS, the Property will complete all required inspections prior to issuing its final certificate of occupancy; and

WHEREAS, Village Code Section 34-895 authorizes the Village Council, for good cause shown, to grant a temporary use permit for certain temporary uses, not to exceed two (2) years from the approval date; and

WHEREAS, the Village Council has determined that based upon the mutual promises and consideration as set forth herein, that a **temporary, two (2) year revocable license** for storage and parking of construction materials should be granted to the Licensee for the Property as more specifically provided herein; and

WHEREAS, Village Code Section 34-895 also requires Licensee to comply with specific statutory, building code and/or Village code requirements regardless of whether such requirements are specifically applicable to the proposed temporary use.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. FINDINGS

1.1 The foregoing recitals are incorporated herein as true and correct findings of fact.

2. LICENSED PREMISES AND LAND USE

2.1 In accordance with the provisions of Village Code Section 34-895, the Village Council hereby grants Licensee a temporary use permit which authorizes Licensee to use the Property for storage and parking as a principal use subject to the terms and conditions of the License. No other interest or right to use the Property is granted to Licensee under this Permit, nor shall the grant of this temporary license operate to vest any rights in the Licensee except as specifically described herein.

3. LICENSE TERM AND EFFECTIVE DATE

3.1 The term of this License is limited to two (2) years. The term shall commence on _____ ("Commencement Date") and shall terminate on _____. This License shall become effective upon approval by the Mayor. At the conclusion of the two (2) year term, the

permitted temporary use of the Property and this License shall terminate. Thereafter, use of the property shall be governed by a site plan, approved by the Village Council, pursuant to the Commercial zoning district and applicable land development regulations. Failure to terminate the temporary use shall be grounds for default and subject the Licensee and/or owner to appropriate legal action including mandatory injunctive relief and the reasonable costs incurred by the Village in enforcing this License including attorney's fees at all administrative, trial and appellate levels. Pursuant to Village Code Section 34-895, upon issuance of a court order from a court of competent jurisdiction awarding attorney's fees and/or costs, such costs shall become a lien on the property, if unpaid after thirty (30) days following the entry of the order.

4. LICENSE CONDITIONS

4.1 Licensee shall adhere to the following conditions as a part of this Permit Agreement.

- (1) A 10' landscape buffer shall be maintained around the entire perimeter of the property.
- (2) A maximum of 1 storage container is permitted
- (3) Storage container shall be limited in size to 300 sf maximum
- (4) A maximum of 1 contractor's office trailer is permitted
- (5) Contractor's office trailer shall be limited in size to 160 sf maximum
- (6) Utilization of the temporary storage container shall be limited to Zahlene Enterprises who is the contractor working with FDOT – approved construction plans of Lake Worth Road.
- (7) Temporary utility connections shall be completed prior to occupancy/use of the contractor's office.
- (8) A separate permit is required for any utility connections of the temporary contractor's office.
- (9) Outdoor storage materials shall not exceed the height of the fence.
- (10) The property shall solely use as a temporary staging area for FDOT contractor working on the construction of Lake Worth Road.
- (11) Access to the property shall be only through 2nd Avenue North.
- (12) Surveillance equipment and security lighting are recommended by the Village.
- (13) All other regulations and ordinances of the Village shall govern as applicable.
- (14) The Applicant may be required to undertake additional security measures, based on the number of complaints or calls for service for incidents at the premises, as determined by the Police Chief.

5. INDEMNIFICATION

5.1 To the fullest extent permitted by laws and regulations, but only to the extent of Licensee's negligence, Licensee shall indemnify, defend, save and hold harmless, Village, its officers, agents and employees from any and all claims, damages, losses, liabilities and expenses, for personal injury or property damage pertaining to or arising out of the licensing of the land use of the licensed Property, this License, the use and/or occupancy of the Property by Licensee or any of its subcontractors, agents, officers, employees, independent contractors, invitees or guests. Licensee shall pay all losses, claims, liens, settlements, or judgments of any nature whatsoever in connection with the foregoing indemnification, including but not limited to, reasonable attorneys' fees (including appellate attorneys' fees and costs). All costs and fees associated with any such defense shall be the responsibility of Licensee. Nothing contained herein is intended nor shall it be construed to waive the Village's rights and immunities under the common law or Florida Statute 768.28, as amended from time to time.

5.2 The Licensee's obligation to indemnify, defend, and pay for the defense, or at the Village's option, to participate and associate with the Village in the defense and trial of any claim and related settlement negotiations, shall be triggered by the Village's notice of claim for indemnification to Licensee. Licensee's inability to evaluate liability or its evaluation of liability, shall not excuse the Licensee's duty to defend and indemnify within 7 days after such notice is given by the Village. Only an adjudication or judgment after the highest appeal is exhausted, specifically finding the Village solely or partially negligent, shall excuse performance of this provision by Licensee. Licensee shall pay all costs and fees related to this obligation and its enforcement by the Village. The Village's failure to

notify the Licensee of a claim shall not release the Licensee of the above duty to defend and indemnify.

6. INTEGRATION

6.1 It is agreed and understood that this License contains all agreements, promises and understandings between the Village and Licensee and that no verbal or oral agreements, promises or understandings shall be binding upon either Village or Licensee in any dispute, controversy or proceeding at law, and any addition, variation or modification to this License shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of this License is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this License. The failure of a Party to insist upon strict performance of any of the terms or conditions of this License or to exercise any of its rights under this License shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this License, in law or in equity.

7. GOVERNING LAW

7.1 This License and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Florida and venue for any action arising out of this License shall be in Palm Beach County, Florida Further, if for any reason a claim, dispute or controversy is not resolved by the parties, the parties irrevocably and voluntarily agree to waive any right to a trial by jury in respect to any such claim, dispute or controversy.

8. ASSIGNMENT

8.1 This License is personal to Licensee and may not be sold, assigned or transferred by Licensee or any other person or entity.

9. NOTICES

9.1 All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by nationally recognized overnight mail courier, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

Village:	The Village of Palm Springs, Florida Attention: Village Manager 226 Cypress Lane Palm Springs, Florida 33461
With a <u>mandatory</u> copy to:	Village Attorney Glen Torcivia 701 Northpoint Parkway, Suite 209 West Palm Beach, Florida 33407
Licensee:	Davis Road Property, Inc. Attention: Christopher Marrero 1751 West 10th Street, Riviera Beach, FL 33404
With a copy to:	James F. Sposato, Esq. Ritter Chusid, LLP 5850 Coral Ridge Drive, Suite 201 Coral Springs, Florida 33076 JSposato@RitterChusid.com

10. APPLICABLE LAWS

10.1 During the term of this License, the Licensee shall maintain the Property in compliance with this License, the Village Code, and all applicable governmental laws, rules, regulations, statutes, ordinances, resolutions, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). Licensee shall, with respect to the condition of the Property and at the Licensee's sole cost and expense, comply with (a) all laws relating solely to Licensee's specific and unique nature of use of the Property; and (b) all building codes requiring modifications to the Property due to the use of the Property and any improvements to be made by the Licensee in and upon the Property.

11. SURVIVAL

11.1 The provisions of this License relating to indemnification shall survive and termination or expiration of this License. Additionally, any provisions of this License Agreement which require performance subsequent to the termination or expiration of this License shall also survive such termination or expiration.

12. CAPTIONS

12.1 The captions contained in this License are inserted for convenience only and are not intended to be part of this License.

13. ATTORNEY'S FEES

13.1 It is the understanding of the parties that if legal action is required to enforce this License, the prevailing party will be entitled to reasonable attorney's fees and costs in addition to any other relief to which the prevailing party is awarded.

14. TERMINATION FOR DEFAULT

14.1 In the event that the Licensee is found to be in violation of any part of the Village Code or any other applicable Laws for the Property or any other property owned by the Licensee in the Village, in a code enforcement proceeding of a Special Magistrate for the Village, or in a stipulated agreement, or in a court of competent jurisdiction, the Village shall give thirty (30) calendar days' notice to the Licensee that the Licensee is in default. In the event the Licensee fails to correct the conditions of default, or the default is not remedied to the satisfaction of the Village within said thirty (30) calendar days, the Village shall have all legal remedies available to it, including, but not limited to, the termination of this License, in which case, the Village shall be entitled to recover its attorney's fees and costs, and any and all damages permitted by law arising from the default. A breach of this License by Licensee may be enforced in code enforcement proceedings brought by the Village and the Special Magistrate is hereby authorized to order the immediate cessation of the licensed use, and other code violations and to award the Village all legal and equitable relief to which the Magistrate shall determine is just and appropriate. Notwithstanding the foregoing, this License is a contract, which may also be enforced in a court of law. The Village has no liability for damages or anticipated profits for business losses or other damages caused by the termination of this License Agreement in the event of a default.

14.2 The parties hereto agree that the Village's right to terminate this License as stated herein is absolute and shall not result in any inequity to Licensee because of any authorized improvements by Licensee to the Facilities for the use licensed herein. Accordingly, this License shall not be construed as an irrevocable license or a license coupled with an interest because of said improvements.

14.3 The Licensee acknowledges that the Village and the public will be irreparably damaged if the

terms and conditions of this License are not adhered to and specifically enforced. Therefore, in the event of a violation or threatened violation by the License, then the Village shall be entitled to all the rights and remedies, including but not limited to injunctive relief, restraining such violation without being required to show any actual damage, irreparable harm, or to post any bond or other security.

15. TIME

15.1 Time is expressly declared to be of the essence of this License Agreement.

16. RIGHTS OF OTHERS

16.1 Nothing contained herein, whether express or implied, is intended to confer any rights or remedies under or by reason of this License or any terms other than the parties hereto and their respective administrators and legal representatives, nor is anything in this License intended to relieve or discharge the obligation or liability of any third person to any party to this License nor shall any provision give any third persons any right of subrogation or action over or against any party to this License

17. PREPARATION

17.1 This License shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

18. COUNTERPARTS

18.1 This License may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this License to be executed on the day and year first above written.

THE VILLAGE OF PALM SPRINGS

BY: _____
Bev Smith, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Kymberly M. Wynn, Village Clerk

Glen Torcivia, Village Attorney

LICENSEE:

WITNESSES

DAVIS ROAD PROPERTY, INC

By: Chris Marrero

Print: CHRIS Marrero

Title: MSM

By: Shamika Calbreath

By: Shamaigha McDonald

EXHIBIT "A"

Property Description

**TRACT 19 AND 20, LESS THE NORTH 100 FEET THEREOF, BLOCK 2,
LAKEWOOD GARDENS PLAT #1 ACCORDING TO THE PLAT THEREOF
AS RECORDED IN PLAT BOOK 18, PAGE 38 PUBLIC RECORDS OF PALM
BEACH COUNTY, FLORIDA.**

**TEMPORARY USE PERMIT – ZAHLENE ENTERPRISES INC.
PETITIONER'S STATEMENT – DESCRIPTION OF PROJECT
NOVEMBER 15, 2022**

Request

The Applicant/Petitioner, Zahlene Enterprises Inc., is requesting approval of a temporary use permit to allow for a construction staging area for the reconstruction of Lake Worth Road Project, FDOT project number T4605. Approval of the request will allow for the applicant, who is also the contractor for the project, stage materials that are required for the project. Due to the proximity of this property to the construction area, the use of this property as a staging area will help expedite the construction of the project. It will allow the contractor to finish all construction activities quicker, therefore reducing the time that the traveling public will have due to the construction activities. A preliminary site plan is attached demonstrating the proposed layout of materials to be temporarily stored on site. Access to the proposed staging area will be restricted to the existing driveway connection on 2nd Ave N. The Applicant is requesting a 2 – year temporary use permit while the reconstruction of Lake worth road project is ongoing.

Project History

The subject property is located on the corner of Davis Rd and 2nd Ave N. The previous use of the property was an Off Lease only parking storage lot for used cars.

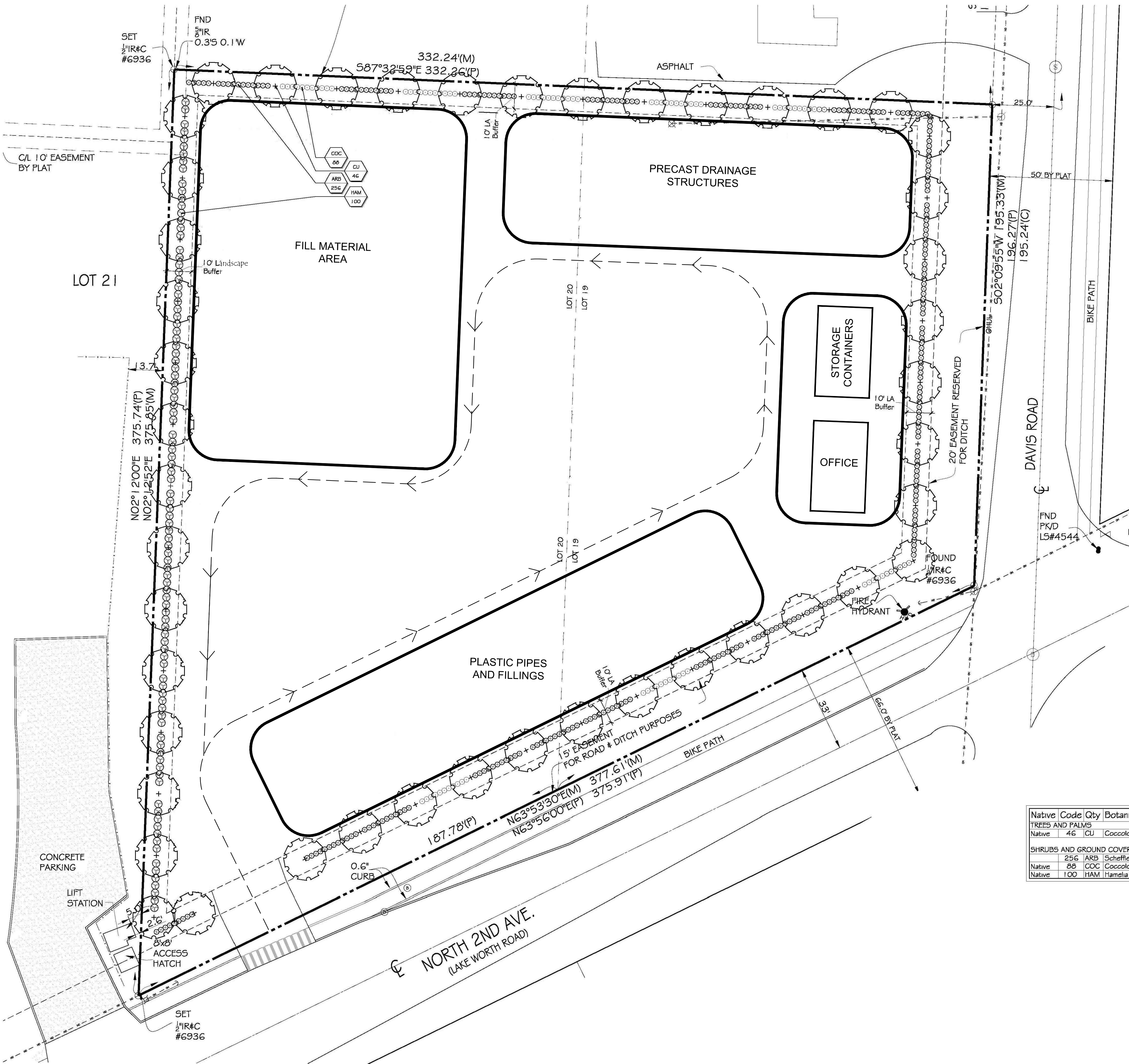
Justification

The proximity of the proposed property to the construction site will expedite the reconstruction of Lake worth road. This will benefit the public by shortening the time of construction and minimize the impact on traffic.

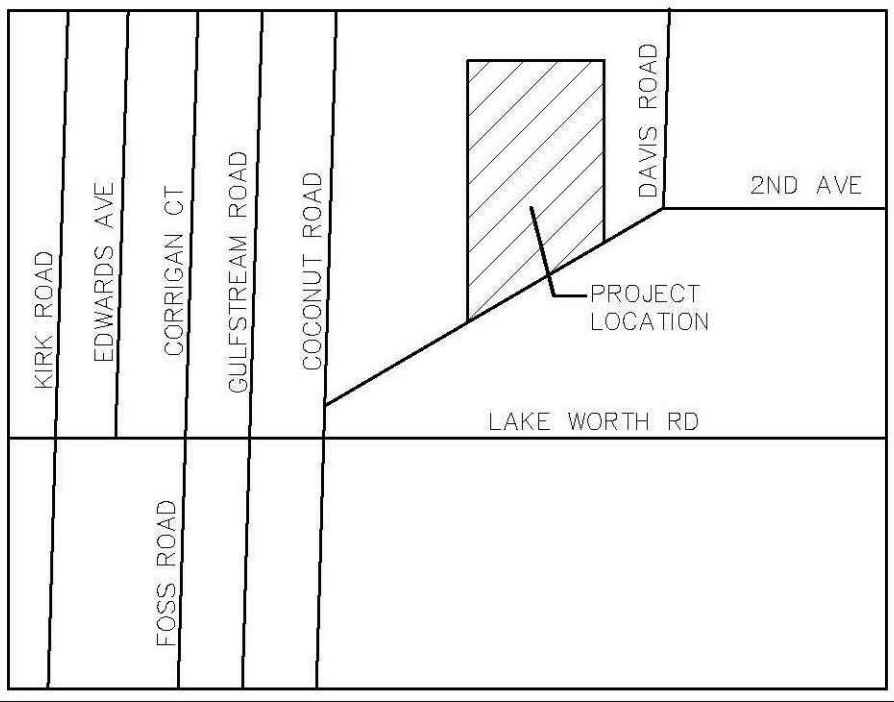
Code Provisions

The subject property is eligible for a temporary use permit based on their Commercial General (CG) Zoning District and for reasons justified in this application. The proposed staging area already has perimeter landscaping, lighting, and light poles, fencing and a dry retention area.

No additional building square footage is associated with this request and no changes to the Village Public Safety detail will be made.



LOCATION MAP



PROJECT DATA:

PROJECT NAME:	DAVIS ROAD PROPERTY, INC.
EXISTING USE:	TEMPORARY USE: CONTRACTOR STORAGE YARD
PROPERTY CONTROL NUMBER:	70-43-44-19-1-002-0190
FLU DESIGNATION:	COMMERCIAL
EXISTING ZONING:	CG
LOT SIZE:	±2.18 ACRES
PARKING REQUIREMENT:	N/A
LANDSCAPING:	
REQUIRED SETBACKS:	
FRONT: 10' (EAST)	REQUIRED SETBACKS: 10' (EAST)
REAR: 10' (WEST)	REAR: 10' (WEST)
CORNER SIDE: 10' (SOUTH)	CORNER SIDE: 10' (SOUTH)
INTERIOR SIDE: 10' (NORTH)	INTERIOR SIDE: 10' (NORTH)
Pervious Area = 94,914 5.F. = 100% Lot Coverage	
Impervious Area = 0 5.F. = 0% Lot Coverage	
TOTAL = 94,914 5.F. = 100% Lot Coverage	

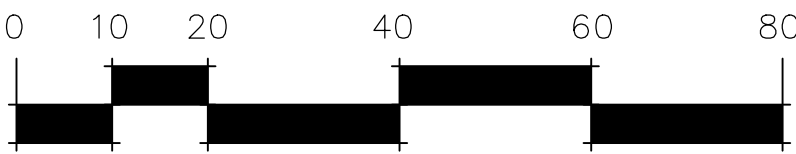
LANDSCAPE NOTES

1. ALL PLANT MATERIAL SHALL BE FLORIDA NUMBER 1 OR BETTER AS DEFINED BY THE DIVISION OF PLANT INDUSTRY GRADES AND STANDARDS LATEST EDITION.
2. ALL LANDSCAPE SHALL CONFORM TO THE REQUIREMENTS OF PALM SHORES LAND DEVELOPMENT REGULATIONS.
3. THE LANDSCAPE CONTRACTOR SHALL NOT MAKE ANY SUBSTITUTIONS CHANGES WITHOUT THE AUTHORIZATION OF PALM SHORES, THE OWNER AND THE LANDSCAPE ARCHITECT.
4. THE LANDSCAPE CONTRACTOR SHALL REVIEW THE PROJECT DRAINAGE AND UTILITY PLANS PRIOR TO CONSTRUCTION AND AVOID ALL CONFLICTS. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO COMMENCING WORK.
5. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS.
6. ALL TREES SHALL BE LOCATED WITHIN A MULCH PLANTING BED WITH A MINIMUM OF TWO (2) FEET OF CLEARANCE TO THE EDGE OF THE BED.
7. ALL SOD SHALL BE STENOTAPHRUM SECONDATUS FLORITAM-PALMETTO (ST. AUGUSTINE SOD).
8. ALL VEGETATION SHALL BE SELECTED AND POSITIONED SO THAT IT DOES NOT PRESENT OBSTRUCTIONS TO THE LINE OF SIGHT AT INTERSECTIONS PURSUANT TO FLORIDA DEPARTMENT OF TRANSPORTATION SIGHT LINE GUIDELINES.
9. CLEAR VISIBILITY SHALL BE MAINTAINED BETWEEN 10' AND 20' WITHIN SIGHT VISIBILITY TRIANGLES. TWENTY BY TWENTY FOOT SIGHT VISIBILITY TRIANGLES SHALL BE PROVIDED AT THE INTERSECTIONS WITH THE PUBLIC RIGHT OF WAY. IN ADDITION, ALL LANDSCAPING SHALL CONFORM TO THE REQUIREMENTS OF FDOT INDEX 546.
10. ALL LANDSCAPE ISLANDS AND BEDS WILL BE FREE OF SHELL ROCK AND CONSTRUCTION DEBRIS, EXCAVATED TO A DEPTH OF 30 INCHES OR TO CLEAN NATIVE SOILS AND FILLED WITH THE SPECIFIED BACKFILL MIXTURE.
11. ALL PROPOSED LANDSCAPE AREAS SHALL HAVE 100% IRRIGATION COVERAGE.

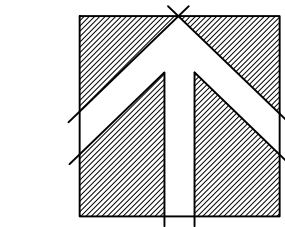
Native	Code	Qty	Botanical Name	Common Name	Size	Remarks
TREES AND PALMS						
Native	46	CU	Coccoloba uvifera	Seagrape Tree	12' ea	Full and Thick Canopy
SHRUBS AND GROUND COVER						
	256	ARB	Schefflera arboricola tnette	Arboricola Tnette	3 gal	24x24, full and thick
Native	88	COC	Coccoloba uvifera	Seagrape	3 gal.	24x24, full and thick
Native	100	HAM	Hamelia patens	Firebush	3 gal	24x24, full and thick

LEGEND

- PROPOSED SEAGRAPE TREE
- PROPOSED ARBORICOLA
- PROPOSED SEAGRAPE
- PROPOSED FIREBUSH



Site Plan
DAVIS ROAD PROPERTY INC.
Palm Beach County, Florida



NORTH

Scale: 1" = 20'-0"

Designed: JGH
Drawn: JGH
Approved: N/A
Date: 12.05.22
Job no. 22-035
Revisions:

Sheet No.

SP-1
JOB NO. 22.035



Village of Palm Springs

Executive Brief

AGENDA DATE: January 12, 2023

DEPARTMENT: Utilities

ITEM #5: Approve Trenchless Technology Rehabilitation and Related Products and Services Agreement - Cooperative Purchasing - Utilities Department (FY 2023 Budget Funded) SAK Construction, LLC.

Summary: The Utilities Department, throughout the year, has a need to line (or repair) our wastewater collection pipes throughout the Village and our utility service area due to cracks and leaks within the existing piping, as well as to do various sewer manhole repairs. These infrastructure vulnerabilities allow for infiltration and inflow (I&I) to enter the Village sewer collection system, increasing the cost of disposal through the Lake Worth Sub-Regional and Palm Beach County interconnects.

To ensure the lowest possible price, staff is recommending that the Village piggyback off the current OMNIA Partners (previously National Intergovernmental Purchasing Alliance) contract that was awarded to SAK Construction. This selection by OMNIA Partners was completed through a competitive selection process – RFP Trenchless Technology Rehabilitation and Related Products and Services (RFP No. R220402 – August 26, 2021).

If approved, the Village would accept SAK Construction's pricing by utilizing the cooperative purchasing contract including all terms, conditions, and pricing therein. The term of the proposed contract is set to expire on February 28, 2025. The Village will not expend more than the amount in the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

The Village's Purchasing Code, Section 58-8. Cooperative Purchasing; provides the Village may participate, sponsor, conduct, or administer a cooperative purchasing agreement for purchasing. Such cooperative purchasing may include, but is not limited to, joint or multi-party contracts between government entities. Purchases made through a cooperative purchasing agreement are exempt from competitive selection purchase requirements outlined in this purchasing code. The Council must approve all village purchases from a cooperative purchasing agreement that may have a total value of more than \$35,000.00.

The Village Attorney prepared the renewal agreement, and the Utilities Director, Assistant Utilities Director, and Finance Director reviewed it.

The Village has worked with the proposed vendor and has received excellent service and a quality product.

FISCAL IMPACT:

Funding to support purchases under this proposed agreement is available within the FY 2023 Budget - Water & Sewer Enterprise Fund. The Village will not expend more than the amount in the approved Budget as it may be adopted/amended each year for those goods and services over the term of this contract.

ATTACHMENTS:

1. Proposed Agreement - SAK Construction, LLC.
2. OMNIA Partners - Executed Contract
3. OMNIA Partners - Request for Proposals
4. OMNIA Partners - SAK Bid Response
5. OMNIA Partners - Bid Tabulation

**AGREEMENT FOR TRENCHLESS TECHNOLOGY REHABILITATION AND
RELATED PRODUCTS AND SERVICES**

This Agreement for Trenchless Technology Rehabilitation and Related Products and Services ("Agreement" hereafter) is made as of the _____ day of _____, 2023, by and between the **Village of Palm Springs**, 226 Cypress Lane, Palm Springs, Florida 33461-1699, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the VILLAGE, and **SAK Construction, LLC**, 864 Hoff Road, O'Fallon, MO 63366 "SAK"), a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

RECITALS

WHEREAS, the VILLAGE is in need of a contractor to provide the VILLAGE with trenchless technology rehabilitation and related products and services on an as needed basis; and,

WHEREAS, the VILLAGE previously obtained these services through a cooperative purchasing agreement utilizing the Contract for Trenchless Technology Rehabilitation and Related Products and Services (RFP # 22-04) awarded to the CONTRACTOR by Region 4 Education Service Center through its competitive selection process; and,

WHEREAS, the Region 4 Education Service Center, through its competitive selection process, has awarded a new Contract for Trenchless Technology Rehabilitation and Related Products and Services (RFP # R220402) ("the Region 4 Contract" hereafter) to the CONTRACTOR for substantially the same services sought by the VILLAGE; and\

WHEREAS, the VILLAGE requested and the VENDOR has executed this Agreement with the VILLAGE for Trenchless Technology Rehabilitation and Related Products and Services based on the terms and conditions of the Region 4 Contract and the pricing contained therein.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Contract Documents and Conflict of Terms and Conditions. The Contract Documents for this Agreement are comprised of the following:
 - A. All written modifications and amendments hereto;
 - B. This Agreement;
 - C. The Region 4 Contract (including the RFP, Contractor's Proposal and Contract).

The Contract Documents of this Agreement are intended to be complementary and interpreted in harmony to avoid conflict with the words and phrases interpreted in a manner consistent with managing debris removal and industry standards. In the event of any inconsistency, conflict or ambiguity between or among the Contract Documents of this Agreement, the Contract Documents of this Agreement shall take precedence in the following order:

- A. All written modifications and amendments hereto;
- B. This Agreement;
- C. The Region 4 Contract.

3. Compensation to Contractor. Payments by the VILLAGE to the CONTRACTOR under this Agreement shall be as set forth in Contractor's proposal and shall not exceed the amount of compensation, on a unit basis, as provided in the Region 4 Contract. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement.

4. Term, Renewals, Effective Date. The term of this Agreement shall be for an initial term to mirror the REGION 4 Contract term which shall expire on March 1, 2025, unless terminated sooner. The REGION 4 Contract is subject to two (2) one (1) year renewal options, and if renewed, the VILLAGE also has the right to renew this Agreement for a one-year period. The parties agree that the term of the Agreement this Agreement shall be effective as of April 30, 2022 notwithstanding some or all of the contract documents having been signed on a different date.

5. Entire Agreement. The VILLAGE and the CONTRACTOR agree that the Contract Documents as set forth in paragraph no. 2 above constitute the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Agreement including this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

6.. Legal Effect. This Second Amendment shall not become binding and effective until approved by the Village Council and executed by the Mayor.

7. Counterparts. This Second Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Second Amendment.

8. Amendment. Except for the provisions of the Agreement that are specifically modified by this Second Amendment, all other terms and conditions of the Agreement, as amended by the First Amendment, shall remain in full force and effect.

9. E-verify. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, VENDOR shall:

- (a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- (b) Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
- (c) Maintain copies of all subcontractor affidavits for the duration of this Agreement;
- (d) Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- (e) Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
- (f) Be aware that if the Village terminates this Agreement under Section 448.095(2)(c), Florida Statutes VENDOR may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Village as a result of the termination of the Agreement.

10. Public Entity Crimes. As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Contract Documents, Company certify that they, their affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

11. Scrutinized Companies. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Village may immediately terminate this Agreement at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. The Contractor agrees that the certifications in this section shall be effective and relied upon by the Village for the term of this Agreement, including any and all renewals. The Contractor agrees that if

it or any of its subcontractors' status changes in regards to any certification herein, the Company shall immediately notify the Village of the same. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

12. Palm Beach County IG: In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

13. Public Records: CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the VILLAGE as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the VILLAGE to perform the service.
- (b) Upon request from the VILLAGE's custodian of public records or designee, provide the VILLAGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the VILLAGE.
- (d) Upon completion of this Agreement, transfer, at no cost, to the VILLAGE all public records in possession of the CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the service. If the CONTRACTOR transfers all public records to the VILLAGE upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records or designee, in a format that is compatible with the information technology systems of the VILLAGE.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-434-5084, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

14. Preparation: This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

15. Notices: All notices required in this Agreement shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Agreement.

16. Taxes. The VILLAGE is exempt from payment of Florida State Sales and Use Tax. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the VILLAGE, nor is the CONTRACTOR authorized to use the VILLAGE'S Tax Exemption Number in securing such materials.

17. Indemnification. CONTRACTOR shall indemnify and hold harmless the VILLAGE in the same manner as provided in the Contract.

18. Agreement Administration. Services of the CONTRACTOR shall be under the general direction of the Village Manager, or his/her designee, who will act as the VILLAGE'S representative during the term of the Agreement.

IN WITNESS WHEREOF, the VILLAGE and CONTRACTOR have caused this Agreement to be executed the day and year shown above.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Beverly Smith, Mayor

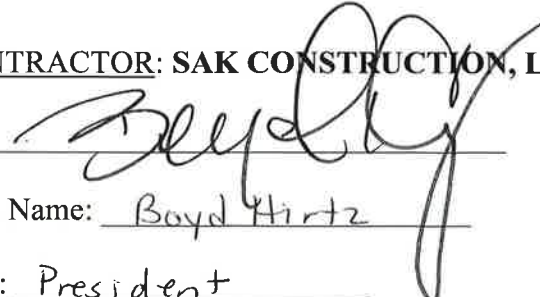
ATTEST:

Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, Village Attorney

CONTRACTOR: SAK CONSTRUCTION, LLC

By: 

Print Name: Boyd Hirtz

Title: President

[Corporate Seal]

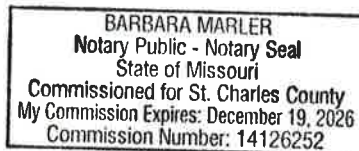
STATE OF MISSOURI)
COUNTY OF ST. CHARLES)

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or []
online notarization, this 4 this _____ day of Jan., 2023, by
Boyd Hirtz.

Barbara Marler
(Signature of Notary Public-State of Florida)

Barbara Marler
(Print, type, or stamp commissioned name of
Notary public)

Personally Known ☒ OR Produced Identification _____
Type of Identification Produced: _____



Region 4 Education Service Center (ESC)

Contract # R220402

for

Trenchless Technology Rehabilitation and Related Products and
Services

with

SAK Construction, LLC

Effective: March 1, 2022

The following documents comprise the executed contract between the Region 4 Education Service Center and SAK Construction, LLC, effective March 1, 2022:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference

CONTRACT

This Contract ("Contract") is made as of March 1, 2022 by and between SAK Construction, LLC ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Trenchless Technology Rehabilitation and Related Products and Services ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R22-04 for Trenchless Technology Rehabilitation and Related Products and Services ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.

The anticipated full term of the contract is five (5) years. The Contractor 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 Contract. All local agreements may have a full potential term (any

combination of initial and renewal periods) not to exceed five years. Any tasks or project agreements executed against this Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.

- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
 - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to

failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the Contract;
- ii. Providing work or material was not awarded under the Contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied

with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.
- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a

material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name SAK Construction, LLC

Address 864 Hoff Road

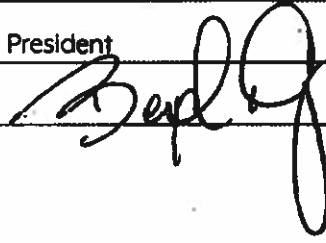
City/State/Zip O'Fallon, MO 63366

Telephone No. 636.385.1000

Email Address bhirtz@sakcon.com

Printed Name Boyd Hirtz

Title President

Authorized signature 

Accepted by Region 4 ESC:

Contract No. R220402

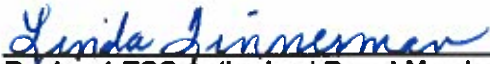
Initial Contract Term March 1, 2022 to February 28, 2025


Region 4 ESC Authorized Board Member

2/22/2022
Date

Margaret S. Bass

Print Name


Region 4 ESC Authorized Board Member

2/22/2022
Date

Linda Tinnerman
Print Name

CAPABLE EXPERIENCED COMMITTED

Trust SAK to deliver on time, every time.

OCT 5
2021

**TRENCHLESS
TECHNOLOGY**
on Construction Markets.

HOLDER
Technology
ar



Region 4 Education Service Center ("ESC")
Trenchless Technology Rehabilitation and Related
Products and Services
Solicitation No. 22-04

REQUEST FOR PROPOSAL



SAKTM

Pipeline Infrastructure. Solved.TM

TABLE OF CONTENTS

TAB 1. DRAFT CONTRACT AND OFFER AND CONTRACT SIGNATURE FORM

1.a Appendix A - Draft Contract and Offer and Contractor Signature Form

1.b Appendix B - Terms and Conditions Acceptance Form

TAB 2. PRODUCTS/PRICING

TAB 3. PERFORMANCE CAPACITY

3.a OMNIA Partners Documents (Appendix D)

- Exhibit A - Response for National Cooperative Contract, Supplier Response
 - Marketing Plan
 - Safety Performance Documentation
- Exhibit B - Administrative Agreement, Example (Informational)
- Exhibit C - Master Intergovernmental Cooperative Purchasing Agreement, Example (Informational)
- Exhibit D - Principal Procurement Agency Certificate, Example (Informational)
- Exhibit E - Contract Sales Reporting Template (Informational)
- Exhibit F - Federal Funds Certifications
- Exhibit G - New Jersey Business Compliance
- Exhibit H - Advertising Compliance Requirement (Informational)

TAB 4. QUALIFICATIONS AND REFERENCES

4.a Reference Letters

4.b NSF International Certification

4.c Safety Performance Documentation

TAB 5. VALUE-ADD

TAB 6. ADDITIONAL REQUIRED DOCUMENTS (APPENDIX C)

6.a Acknowledgement & Acceptance of Region 4 ESC's Open Records Policy (Doc #1)

6.b Antitrust Certification Statement (Doc #2)

6.c Implementation of House Bill 1295 Certificate of Interested Parties (Doc #3)

6.d Texas Government Code 2270 Verification Form (Doc #4)

6.e Felony Conviction Notification (Doc #5)

APPENDIX A

DRAFT CONTRACT

*This Contract ("Contract") is made as of _____, 202X by and between _____
_____ ("Contractor") and Region 4 Education Service Center
("Region 4 ESC") for the purchase of _____ ("the
products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R_____ for _____ ("RFP"),
to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in
providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract
between the Contractor and Region 4 ESC, having its principal place of business at 7145 West
Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these
terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4
ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all
attachments referenced herein. In the event of a conflict between the provisions set forth below
and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and
private primary, secondary and higher education entities, non-profit entities, and agencies for the
public benefit ("Public Agencies") may purchase products and services at prices indicated in the
Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The term of the Contract is for a period of three (3) years unless
terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the
right to renew the Contract for two (2) additional one-year periods or portions thereof. Region
4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region
4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three
hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the
initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may
mutually agree to extend the term of this Agreement. Contractor acknowledges and
understands Region 4 ESC is under no obligation whatsoever to extend the term of this
Agreement.

The anticipated full term of the contract is five (5) years. The Contractor 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 Contract. All local agreements may have a full potential term (any
combination of initial and renewal periods) not to exceed five years. Any tasks or project

agreements executed against this Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.

- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
 - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region

4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the Contract;
- ii. Providing work or material was not awarded under the Contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by

acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.
- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a

material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name SAK Construction, LLC

Address 864 Hoff Road

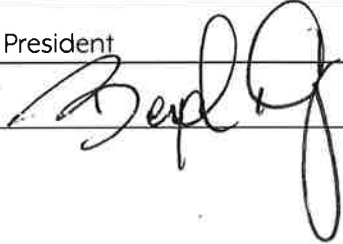
City/State/Zip O'Fallon, MO 63366

Telephone No. 636.385.1000

Email Address bhirtz@sakcon.com

Printed Name Boyd Hirtz

Title President

Authorized signature 

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 ESC Authorized Board Member

Date

Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

- ☒ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

- ☐ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.)

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

[illegible]

TAB 2 - PRODUCTS/PRICING:

SAK's **NOT To Exceed** price list for trenchless pipe rehabilitation products and services offered is detailed on the following pages.

Due to the site-specific nature of each potential customer's (participating public agency) opportunity/scope of work, there is not a manufacturer's price list or catalog with fixed pricing on which a set discount can be offered. The products and installation construction services we will be offering under this contract will be provided with a visit to each potential job site, usually meeting with a representative from the participating public agency, to identify specific scope requirements. Once a defined scope of work has been agreed upon, we will generate a written proposal to the participating public agency identifying the pricing for which we will be able to complete the work. Each proposal will either reflect the **Not To Exceed** pricing listed for services in the following pricing matrix, or pricing below this level for a significant scope of work. As requested, we have also included a not to exceed line item for Mobilization in the pricing list along with explaining when this shall apply.

Tab 2 - Pricing

Not to Exceed Pricing

- Region 4 ESC (OMNIA Partners Lead Agency) requests pricing be submitted as not to exceed for any participating entity
- Unlike fixed pricing the awarded vendor can adjust submitted pricing lower if needed, but cannot exceed original pricing submitted for solicitation.
- Vendor/Contractor must allow for lower pricing to be available for similar product and service purchases.

Item	Description	Quantity	Unit	Unit Price
Section A: Cured-in-place pipe (CIPP) reconstruction of gravity sewers				
Part 1 - Installation				
1	6" x 4.5mm	1	LF	\$41.00
2	8" x 4.5mm	1	LF	\$31.50
3	10" x 6.0mm	1	LF	\$42.00
4	12" x 6.0mm	1	LF	\$58.00
5	15" x 7.5mm	1	LF	\$66.50
6	18" x 9.0mm	1	LF	\$82.50
7	21" x 9.0mm	1	LF	\$110.50
8	24" x 10.5mm	1	LF	\$133.00
9	27" x 10.5mm	1	LF	\$156.50
10	30" x 12.0mm	1	LF	\$184.50
11	33" x 12.0mm	1	LF	\$206.00
12	36" x 12.0mm	1	LF	\$246.50
13	42" x 13.5mm	1	LF	\$287.85
14	48" x 15.0mm	1	LF	\$412.00
15	54" x 18.0mm	1	LF	\$543.50
16	6" & 8" Additional 1.5mm	1	LF	\$1.50
17	10" & 12" Additional 1.5mm	1	LF	\$2.50
18	15" & 18" Additional 1.5mm	1	LF	\$12.00
19	21" & 24" Additional 1.5mm	1	LF	\$18.50
20	27" Additional 1.5mm	1	LF	\$26.00
21	30" Additional 1.5mm	1	LF	\$27.00
22	33" Additional 1.5mm	1	LF	\$32.00
23	36" Additional 1.5mm	1	LF	\$34.00
24	42" Additional 1.5mm	1	LF	\$40.00
25	48" Additional 1.5mm	1	LF	\$50.00
26	54" Additional 1.5mm	1	LF	\$60.00
27	6" - 10" Backyard Easement Setup Per Install Length	1	LF	\$5.00
28	12" - 18" Backyard Easement Setup Per Install Length	1	LF	\$12.00
29	Timber Matting for Large Diameter Setup	1	SY	\$30.00
30	Internal Reconnection of service connection by robotic cutter	1	EA	\$300.00
31	Sealing of service connection w/chemical grouting after internal reconnection, minimum quantity of 15 to be completed per mobilization.	1	EA	\$450.00
Note: Any CIPP over 54" diameter will be on an individual quote basis.				
Part 2 - Clean/TV & Evaluation for Gravity Sewers associated with CIPP installation				
32	6" - 12" Clean & TV sewer	1	LF	\$5.50
33	15" - 21" Clean & TV sewer	1	LF	\$11.25
34	24" - 33" Clean & TV sewer	1	LF	\$19.75
35	36" & 42" Clean & TV sewer	1	LF	\$30.50
36	48" & 54" Clean & TV sewer	1	LF	\$60.00
37	6" - 15" Post TV Inspection after Rehabilitation	1	LF	\$2.50
38	18" - 27" Post TV Inspection after Rehabilitation	1	LF	\$4.00
39	30" or Larger Post TV Inspection after Rehabilitation	1	LF	\$5.50
40	Re-setup for clean & TV Inspection Due to Point Repairs	1	EA	\$350.00
41	Root Removal (added to Clean & TV price)	1	LF	\$5.00
42	Grease Removal (Added to Clean & TV price)	1	LF	\$5.00
43	Other Remote Obstruction Removal (max. 10 LF)	1	EA	\$1,375.00
44	Sanitary Sewer Debris Removal/Disposal	1	TON	\$250.00
45	Above Ground Physical Inspection	1	LF	\$5.00
Part 3 - Bypass pumping system for gravity sewers				
46	Set Up 4" Pump (Per Pump)	1	EA	\$455.00
47	Set Up 6" Pump (Per Pump)	1	EA	\$1,060.00
48	Set Up 8" Pump (Per Pump)	1	EA	\$1,515.00
49	Set Up 12" Pump (Per Pump)	1	EA	\$2,675.00
50	Set Up 4" Piping	1	LF	\$37.50
51	Set Up 6" Piping	1	LF	\$46.50
52	Set Up 8" Piping	1	LF	\$80.00
53	Set up 12" Piping	1	LF	\$110.00
54	Set up 18" Piping	1	LF	\$135.00
55	Operate 4" Pumping System	1	DAY	\$95.00
56	Operate 6" Pumping System	1	DAY	\$715.00
57	Operate 8" Pumping System	1	DAY	\$1,145.00
58	Operate 12" Pumping System	1	DAY	\$1,845.00
59	Bypass Pumping - Lg Diam Install Projects (30" to 54")	1	LF	\$75.00

60	Bypass - Driveway Ramp (Setup, Operate, Maintain)	1	EA	\$465.00
61	Bypass - Street Ramp (Setup, Operate, Maintain)	1	EA	\$465.00
62	Bypass - Street Trenching for 8" Pipe (Setup, Operate, Maintain)	1	LF	\$68.00
63	Bypass - Street Trenching for 12" Pipe (Setup, Operate, Maintain)	1	LF	\$91.00
64	Bypass - Street Trenching for 18" Pipe (Setup, Operate, Maintain)	1	LF	\$113.50
65	Bypass Plan (3rd Party Certified)	1	EA	\$2,200.00

Section B: CIPP renewal of Potable Water Mains & Pressure Pipes**Part 1 - Installation**

66	6" diameter liner	1	LF	\$180.00
67	8" diameter liner	1	LF	\$220.00
68	10" diameter liner	1	LF	\$250.00
69	12" diameter liner	1	LF	\$300.00
70	14" diameter liner	1	LF	\$375.00
71	16" diameter liner	1	LF	\$400.00
72	18" diameter liner	1	LF	\$475.00
73	20" diameter liner	1	LF	\$550.00
74	24" diameter liner	1	LF	\$540.00
75	Re-opening of service connections internally (6" to 12" host pipes only)	1	EA	\$500.00
76	Setup fee per liner installation	1	EA	\$3,500.00

Part 2 - Bypass for CIPP renewal of Potable Water Mains

77	2" temporary	1	LF	\$24.00
78	4" temporary	1	LF	\$26.00
79	6" temporary	1	LF	\$31.50

Part 3 - Temporary service connections for water main bypass

80	2" short-side	1	EA	\$275.00
81	2" long-side	1	EA	\$380.00
82	4" short-side	1	EA	\$300.00
83	4" long-side	1	EA	\$415.00
84	6" short-side	1	EA	\$325.00
85	6" long-side	1	EA	\$450.00

Part 4 - Installation Pits and Valve, Hydrant or Service Connection Pits

6 - 12 inch pipe connection				
86	a) 0-4 feet deep	1	EA	\$3,500.00
87	b) 4-6 feet deep	1	EA	\$5,500.00
88	c) 6-10 feet deep	1	EA	\$7,500.00

Note: Any Pits for 14" and larger diameters, or for greater depths than shown above, will be on an individual quote basis**Section C: Pipe Bursting with HDPE for Sewer Lines****HDPE DR 19**

89	6-inch diameter	1	LF	\$35.50
90	8-inch diameter	1	LF	\$40.50
91	10-inch diameter	1	LF	\$45.50
92	12-inch diameter	1	LF	\$50.50
93	14-inch diameter	1	LF	\$72.50
94	16-inch diameter	1	LF	\$93.00
95	18-inch diameter	1	LF	\$115.00
96	20-inch diameter	1	LF	\$139.00
97	Setup fee per Pipe Bursting segment	1	EA	\$2,000.00

Manhole Connections

98	6-inch	1	EA	\$150.00
99	8-inch	1	EA	\$200.00
100	10-inch	1	EA	\$250.00
101	12-inch	1	EA	\$300.00
102	14-inch	1	EA	\$350.00
103	16-inch	1	EA	\$400.00
104	18-inch	1	EA	\$450.00
105	20-inch	1	EA	\$500.00

Clean-out Installation

106	4-inch	1	EA	\$375.00
107	6-inch	1	EA	\$475.00

Note: For any pits required refer to Section B, Part 4 above**Sewer Lateral Pipe Bursting**

108	4-inch	1	LF	\$34.00
109	6-inch	1	LF	\$36.00

Note: For any pits required refer to Section B, Part 4 above**Pipe fusing - applicable to all Polyethylene processes listed on this contract (typically 50 foot joints)**

110	Setup fee per pull segment	1	Per Segment	\$2,500.00
111	6 thru 12 inch	1	Per Pipe Joint	\$400.00
112	13 thru 18 inch	1	Per Pipe Joint	\$575.00
113	20 thru 24 inch	1	Per Pipe Joint	\$950.00
114	30 thru 42 inch	1	Per Pipe Joint	\$1,800.00
115	43 thru 48 inch	1	Per Pipe Joint	\$2,800.00

Section D: Polyethylene (PE) Sewer Pipe Sliplining

	PE Pipe DR 22.5			
108	4-inch	1	LF	\$27.00
109	6-inch	1	LF	\$32.00
110	8-inch	1	LF	\$40.00
111	10-inch	1	LF	\$44.00
112	12-inch	1	LF	\$52.00
113	Installation Equipment Setup Fee per pipe liner segment insertion	1	EA	\$7,500.00
114	Annular Space - Grouting	1	CY	\$303.00
115	Bulkheads required for Grouting	1	EA	\$500.00

Note: For any pits required refer to Section B, Part 4 above

Section E: Manhole and Structure Rehabilitation

116	Manhole Rehabilitation (std 4-ft diameter) - 1-inch Portland-based cementitious	1	VF	\$172.50
117	Manhole Rehabilitation (std 5-ft diameter) - 1-inch Portland-based cementitious	1	VF	\$184.00
118	Manhole Rehabilitation (std 6-ft diameter) - 1-inch Portland-based cementitious	1	VF	\$195.50
119	Manhole Rehabilitation (std 4-ft diameter) - 1/2-inch Calcium-aluminate-based cementitious	1	VF	\$230.00
120	Manhole Rehabilitation (std 5-ft diameter) - 1/2-inch Calcium-aluminate-based cementitious	1	VF	\$264.50
121	Manhole Rehabilitation (std 6-ft diameter) - 1/2-inch Calcium-aluminate-based cementitious	1	VF	\$299.00
122	Manhole Rehabilitation (std 4-ft diameter) - 125 mil Epoxy/Polyurea	1	VF	\$345.00
123	Manhole Rehabilitation (std 5-ft diameter) - 125 mil Epoxy/Polyurea	1	VF	\$402.50
124	Manhole Rehabilitation (std 6-ft diameter) - 125 mil Epoxy/Polyurea	1	VF	\$460.00
125	Manhole Rehabilitation (std 4-ft diameter) - 1-inch Geopolymer liner	1	VF	\$460.00
126	Manhole Rehabilitation (std 5-ft diameter) - 1-inch Geopolymer liner	1	VF	\$517.50
127	Manhole Rehabilitation (std 6-ft diameter) - 1-inch Geopolymer liner	1	VF	\$575.00
128	Manhole Rehabilitation (std 4-ft diameter) - Composite - 1" cementitious + 125 mils Epoxy/Polyurea	1	VF	\$690.00
129	Manhole Rehabilitation (std 5-ft diameter) - Composite - 1" cementitious + 125 mils Epoxy/Polyurea	1	VF	\$747.50
130	Manhole Rehabilitation (std 6-ft diameter) - Composite - 1" cementitious + 125 mils Epoxy/Polyurea	1	VF	\$805.00
131	Rebuild Bench and Invert	1	EA	\$1,150.00
132	Lift/Pump Station Rehab - 125 mils Epoxy/Polyurea	1	SF	\$92.00
133	Lift/Pump Station Rehab - Composite - 1" cementitious + 125 mils Epoxy/Polyurea	1	SF	\$201.25
134	Lift/Pump Station Rehab - Composite - each additional 1/2 inch cementitious liner	1	SF	\$28.75
135	Lift/Pump Station Rehab - 1" Geopolymer liner	1	SF	\$166.75
136	Lift/Pump Station Rehab - Geopolymer liner each additional 1/2 inch	1	SF	\$46.00
137	WWTP Structure Rehab - 125 mil Epoxy/Polyurea	1	SF	\$92.00
138	WWTP Structure Rehab - Composite - 1" Cementitious + 125 mils Epoxy/Polyurea	1	SF	\$201.25
139	WWTP Structure Rehab - Composite - each additional 1/2 inch cementitious liner	1	SF	\$28.75
140	WWTP Structure Rehab - 1" Geopolymer liner	1	SF	\$166.75
141	WWTP Structure Rehab - Geopolymer liner each additional 1/2 inch	1	SF	\$46.00
142	Vacuum Test Manhole (12" mainline and smaller)	1	EA	\$460.00
143	Holiday Test Manhole (Epoxy only)	1	EA	\$460.00
144	Sewer Structure Rehab (non-circular or manholes greater than 4-ft diameter) - 1" cementitious	1	SF	\$40.25
145	Sewer Structure Rehab (non-circular or manholes greater than 4-ft diameter) - Epoxy/Polyurea	1	SF	\$92.00
146	Sewer Structure Rehab (non-circular or manholes greater than 4-ft diameter) - 1" Geopolymer	1	SF	\$166.75
147	Installation of FRP rehab structures up to 6' depth (std 4' diameter)	1	EA	\$2,070.00
148	Additional depth for FRP rehab structures (std 4' diameter)	1	VF	\$460.00
149	All sizes installation of Manhole Chimney Seal	1	EA	\$650.00
150	New manhole frame and cover - 24"	1	EA	\$977.50
151	New manhole frame and cover - 32"	1	EA	\$1,725.00
152	Adjust manhole frame and cover up to 1 ft	1	EA	\$1,092.50
153	Adjust manhole frame and cover over 1 ft	1	VF	\$575.00
154	Invert installation - 4' diameter	1	EA	\$1,610.00
155	Invert installation - 5' diameter	1	EA	\$1,725.00
156	Invert installation - 6' diameter	1	EA	\$1,955.00
157	Invert installation - other configurations	1	SF	\$2,875.00
158	Grouting of heavy infiltration to facilitate manhole rehab	1	EA MH	\$1,515.00

Section F: Gravity Sewer CIPP Lateral Renewal Systems

159	4"-6" Internal installation and cure of lateral liner with full wrap connection up to 20' from main	1	EA	\$2,250.00
160	4"-6" Internal installation and cure of lateral liner with top hat connection up to 5' from main			
160	<15" dia - No cleanout required	1	EA	\$3,200.00
161	4"-6" Internal installation and cure of top hat shaped structure up to 20' from main <15" dia - Cleanout required	1	EA	\$5,000.00
162	4"-6" Installation and cure of structural lateral liner from main beyond 20' from main <15" dia	1	LF	\$60.00
163	4"-6" Installation and cure of structural lateral liner from surface clean out to main	1	LF	\$150.00
164	4"-6" Set-up charge per line section for installations of <20 total laterals per project	1	EA	\$2,000.00
165	4"-6" installation of a surface cleanout or access pit for Items 161-163 above	1	EA	\$3,000.00

Section G: Geopolymer Pipe Lining for Sanitary and Storm Sewer Lines

166	30" Storm Pipe - QLS Rehabilitation - 1" Thickness	1	LF	\$517.50
167	36" Storm Pipe - QLS Rehabilitation - 1" Thickness	1	LF	\$368.00
168	42" Storm Pipe - QLS Rehabilitation - 1" Thickness	1	LF	\$402.50
169	48" Storm Pipe - QLS Rehabilitation - 1" Thickness	1	LF	\$465.75

170	54" Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	\$546.25
171	60" Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	\$661.25
172	66" Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	\$822.25
173	72" Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	\$977.50
174	78" Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	\$1,063.75
175	84" Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	\$1,236.25
176	90" Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	\$1,380.00
177	96" Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	\$1,725.00
178	102" Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	\$2,070.00
179	108" Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	\$2,645.00
180	Greater than 108" Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	\$3,105.00
181	Non-Circular Sewer Pipe/Tunnel	1	SF	\$51.75
182	30" Sanitary Sewer - QLS Rehabilitation - 1" Thickness	1	LF	\$517.50
183	36" Sanitary Sewer - QLS Rehabilitation - 1" Thickness	1	LF	\$368.00
184	42" Sanitary Sewer - QLS Rehabilitation - 1" Thickness	1	LF	\$402.50
185	48" Sanitary Sewer - QLS Rehabilitation - 1" Thickness	1	LF	\$465.75
186	54" Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	\$546.25
187	60" Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	\$661.25
188	66" Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	\$822.25
189	72" Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	\$977.50
190	78" Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	\$1,063.75
191	84" Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	\$1,236.25
192	90" Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	\$1,380.00
193	96" Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	\$1,725.00
194	102" Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	\$2,070.00
195	108" Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	\$2,645.00
196	Greater than 108" Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	\$3,105.00
197	Each Additional .5" Thickness	1	SF	\$13.80
198	Reinforcement with Welded Wire Fabric- 4X4W4	1	SF(of WWF)	\$17.25
199	Reinforcement with Rebar #3	1	LF(of Rebar)	\$11.50
200	Reinforcement with Rebar #4	1	LF(of Rebar)	\$23.00
201	Reinforcement with Rebar #5	1	LF(of Rebar)	\$46.00
202	Infiltration Control - Quad-Plug	1	GALLON	\$115.00
203	Infiltration Control - Quad-Plug	1	PAIL	\$57.50
204	Rebuild Invert	1	CF	\$86.25
205	Joint Preparation	1	LF	\$23.00
206	Antimicrobial Application	1	SF	\$5.75
207	Channel Excavation	1	CY	\$57.50
208	Debris Removal	1	CY	\$74.75
209	Clearing and Grubbing	1	AC	\$5,175.00
210	Tree Removal (6" – 12")	1	EA	\$1,725.00
211	Tree Removal (13" – 23")	1	EA	\$2.00
212	Tree Removal (> 24")	1	EA	\$3,450.00
213	Rework Catchbasin Cover To Accept New Manhole Covers	1	EA	\$1,380.00
214	Service Lateral Reinstatement - Man Entry	1	EA	\$287.50
Section H: Additional Items which may apply to each section above				
215	Mobilization charge for scopes of work proposed on less than \$100,000 in value	1	EA	\$25,000.00
216	Bonds and Insurance	1	LS	*Pass Through Cost
*Bonds are a % and insurance is as quoted. These are a pass through cost.				
217	Pre-Construction Video	1	Day	\$1,200.00
218	Erosion Control	1	LF	\$2.50
219	Chemical Grouting	1	GAL	\$350.00
Maintenance Of Traffic (Residential/Non-DOT Regulated)				
220	a) Signage	1	Ea-Month	\$1,000.00
221	b) Flagmen	1	HR	\$46.00
222	c) Arrow Board	1	Day/EA	\$250.00
223	d) Traffic Control Plan (certified)	1	EA	\$3,500.00
Excavation/Backfill				
224	a) 0-4 feet deep	1	Cubic Ft	\$2.00
225	b) 4-6 feet deep	1	Cubic Ft	\$3.00
226	c) 6-10 feet deep	1	Cubic Ft	\$4.00
227	d) over 10 feet deep refer to Section I			
Trench Shoring				
228	a) 4-6 feet deep	1	LF Trench/week	\$75.00
229	b) 6-10 feet deep	1	LF Trench/week	\$100.00
230	c) over 10 feet deep refer to Section I			
Surface Restoration				
231	a) Sod	1	SY	\$18.00
232	b) 4-inch concrete	1	SY	\$72.00
233	c) 6-inch concrete	1	SY	\$108.00
234	d) 8-inch concrete	1	SY	\$126.00
235	e) 2-inch asphalt	1	SY	\$36.00
236	f) 3-inch asphalt	1	SY	\$54.00
237	g) 2.5-inch asphalt concrete	1	SY	\$54.00
238	h) Curb	1	LF	\$40.00
Material extras				

239	a) Lime Rock	1	Ton	\$35.00
240	b) 57/Washed Stone	1	Ton	\$35.00
241	c) Imported Sand	1	Ton	\$25.00
242	d) Gravel	1	Ton	\$30.00

Section I: Time and Material Unit Rates for Change Orders

Materials, Subcontractors and Rentals, cost plus 15% markup

SAK Construction, LLC - Labor including burdens, Equipment, per diems and lodging (may vary by area), cost plus 25% markup

Sales Taxes = Per Jurisdiction

***Any items not included in this pricing sheet will be calculated using RS Means Cost Data, adjusted by the specified City Cost Index for verification and multiplied by 1.0 coefficient**

Appendix D



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 SAK Construction, LLC Response Attached

Exhibit B – Administration Agreement, Example Informational

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example Informational

Exhibit D – Principal Procurement Agency Certificate, Example Informational

Exhibit E – Contract Sales Reporting Template Informational

Exhibit F – Federal Funds Certifications SAK Construction, LLC Executed Documents Attached

Exhibit G – New Jersey Business Compliance SAK Construction, LLC Executed Documents Attached

Exhibit H – Advertising Compliance Requirement Informational

TAB 3 - PERFORMANCE CAPACITY -APPENDIX D, EXHIBIT A - SUPPLIER RESPONSE

3.1 COMPANY

Brief history and description of Supplier to include experience providing similar products and services.

SAK Construction, LLC (SAK) is a full-service general contractor, construction management firm and construction material producer. SAK, which was founded in January 2006, specializes in complex underground infrastructure projects including wastewater, stormwater and combined sewer pipeline rehabilitation, and new tunnel construction of large diameter conveyance pipelines and storage tunnels.

Company Headquarters

Our approximately 130,000 square-foot Headquarters and Central Region offices, product manufacturing, equipment fabrication and CIPP wet-out facility are located near St. Louis, Missouri, approximately 20 miles west on I-70 from Lambert St. Louis Airport. The address and contact information is:

SAK Construction, LLC
864 Hoff Road
O'Fallon, MO 63366

636.385.1000 Telephone
636.385.1100 Fax

Capabilities

- Cured-In-Place Pipe Lining (gravity) – 6” to 108” diameter
- Cured-In-Place Pipe Lining (pressure, including water) – 6” to 48” diameter
- Large Diameter Tunneling – Utilizing TBMs up 24-foot & Hand Mining up to 32-foot arch
- Large Diameter Sliplining – 36” diameter pipe and above
- PE Pipe Sliplining – less than 36” diameter pipe
- Large Diameter Geopolymer Pipe Lining
- SPR Spiral Wound PVC & PE Pipe Lining
- Shotcrete Lining
- Shaft Excavation
- Sewer Bypass, Sewer Cleaning & CCTV Inspection & Structure Rehabilitation
- Cured-In-Place Pipe (CIPP) Tube Manufacturing

Trenchless Experience

The key management staff of SAK has extensive experience working on and managing hundreds of projects in the pipe-line rehabilitation and tunneling industries. Since its inception in 2006, SAK's revenue growth has been exceptional and in 2020 exceeded \$265M. SAK now employs over 500 people working nationwide.

SAK's culture, ethics and approach have enabled us to build a reputation with our clients as a preferred construction partner who delivers trenchless pipe rehabilitation and tunneling projects on-time and on-budget. We have repeatedly demonstrated our experience collaborating with clients, key stakeholders, and property owners during the execution of projects and working as good corporate citizens within the communities we serve by hiring locally and ensuring meaningful opportunities for minority and women owned businesses to participate on our projects as suppliers and construction partners.

As one of the leading trenchless pipe rehabilitation contractors in the United States, SAK has the most diverse experience installing a breadth of trenchless technologies. As a company SAK has installed more than 14,000,000 linear feet of CIPP rehabilitating water, sewer, and stormwater pipelines. Additionally, SAK has rehabilitated pipelines utilizing technologies such as geopolymer lining, pipe bursting, polyethylene pipe sliplining, large diameter sliplining with concrete and FRP pipe, spiral wound PVC lining, and shotcrete. When a client is seeking a construction partner, SAK is usually the choice because we work with them to find the correct product solution for their application from our diverse portfolio of installed solutions.

Regarding providing these products and services under a contract which can be cooperatively procured, SAK is very

proud to say that we have held this “Trenchless Technology Rehabilitation and Related Products and Services” contract for the Region 4 ESC for the last 10 years and have successfully built and grown both the services provided and revenue generated under the cooperative procurement of this contract with Participating Public Agencies across the country. We responded to the very first RFP for this contract, #12-09, and in March 2012 the Board of Region 4 ESC awarded Contract #R5143 under TCPN to SAK, and it ran from March 22, 2012, through March 31, 2017 (3 years, and a 2-year renewal). In March 2017 SAK responded to RFP #17-08, and on April 25, 2017 the Board of Region 4 ESC awarded SAK Contract #R170802 under NationalIPA (the successor to TCPN, and predecessor to OMNIA Partners), which has run from May 1, 2017 to present (3 years, and two 1-year renewals).

Total number and location of salespersons employed by Supplier.

Charlie Kuhnmuensch – Nationwide, based in St. Louis, MO (Headquarters)
 Jack Boatman – Nationwide, based in Mobile, AL
 Anthony Aderhold – Nationwide Strategic Industrial Markets, based in St. Paul, MN
 Casey Smith – Pacific Region, operates in Texas and Southwestern US
 Steve Johnson – Pacific Region, based in Sacramento, CA
 Randy Hansbrough – Southeast Region, based in Memphis, TN
 Cary Shaw – Central Region, based in Leawood, KS
 Bob Quackenbush – Atlantic Region GM (handles sales for the Atlantic Region)

Number and location of support centers (if applicable) and location of corporate office.

CORPORATE HEADQUARTERS

(Also Central Region - St. Louis Office/Yard)
 864 Hoff Road
 O'Fallon, MO 63366
 636.385.1000

CENTRAL

Central Region - Kansas City Office/Yard
 6852 Stadium Drive
 Kansas City, MO 64129
 816.265.7178

ATLANTIC

Atlantic Region
 1405 Benson Court, Suite C
 Arbutus, MD 21227
 443.297.1900

TEXAS

Texas Office/Yard
 222 Seale Road
 San Antonio, TX 78219
 210.788.9010 (Roger Terrazas)

PACIFIC

Pacific Region
 4253 Duluth Avenue
 Rocklin, CA 95765
 916.644.1400

SOUTHEAST

Southeast Region
 47 Fern Avenue
 Nashville, TN 37207
 901.268.5526 (Randy Hansbrough)

LAS VEGAS

Las Vegas Office
 3013 N. Rancho Drive, Suite 112
 Las Vegas, NV 89130
 562.292.4268 (Leo Calvario)

PHOENIX

Phoenix Office
 2400 W Medtronic Way, Suite 1
 Phoenix, AZ 85281
 602.313.1161

INDIANAPOLIS

Indianapolis Office/Yard
 2465 S. California Street
 Indianapolis, IN 46225
 636.248.8884 (Chris Vogt)

LARGO

Largo Office/Yard
 6775 114th Avenue
 Largo, FL 33773
 772.233.7035 (Stan Krause)

Annual sales for the three previous fiscal years.

2020: \$265,643,362

2019: \$244,226,076

2018: \$219,713,780

Submit FEIN and Dunn & Bradstreet report.

FEIN: 20-4193988

Dunn & Bradstreet: 019742368

Describe your green or environmental initiatives or policies.

SAK Construction, LLC complies with all state and federal government environmental rules and regulations. One of the greatest benefits participating public agencies will receive from making the decision to choose trenchless technologies to repair their pipelines and underground infrastructure is the smaller construction footprint and resulting "gentler" impact these less invasive processes have on the earth than traditional "open-cut" construction methods. Historically, trenchless technologies have utilized a lot of water during the installation process, however, in our continued efforts to build a cleaner, greener future, when possible SAK utilizes air and steam during installation to mitigate the water usage and is exploring using UV-cured CIPP.

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 diversity alliance and a copy of their certifications.

We do not currently have any "ongoing" diversity programs in place, however in our normal business pursuit of trenchless projects, we often team with diverse partners and suppliers during the proposal and construction process. Certain public agencies have diversity or minority utilization percentage goals or requirements established for their bids which we always try to meet or exceed, and we would work with OMNIA participating agencies to succeed with such programs by utilizing local partners and suppliers in their communities who can provide required services for the Not To Exceed prices in our Agreement.

Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certifications in the response.

- Minority Women Business Enterprise

☐ Yes ☒ No

If yes, list certifying agency: _____

- Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

☐ Yes ☒ No

If yes, list certifying agency: _____

- Historically Underutilized Business (HUB)

☐ Yes ☒ No

If yes, list certifying agency: _____

- Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☒ No

If yes, list certifying agency: _____

- Other recognized diversity certificate holder

☐ Yes ☒ No

If yes, list certifying agency: _____

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..

SAK's broad offering of trenchless services in this Agreement is a nationwide offering for participating public agencies, and we do not have any subcontractors or affiliates who are set up to work and travel nationwide alongside us. The type of subcontractors we might utilize on each different project cannot be known until a participating public agency provides us with a defined scope of work, and as mentioned early, it is difficult to find subcontractors who are willing to travel coast to coast on every project we might perform under this Agreement. Depending on the geographical area we are proposing to work in for a participating public agency we may have existing local relationships with certified minority-owned subcontractors and will work diligently to utilize these subcontractors where they are able to honor our **Not To Exceed** prices.

Describe how supplier differentiates itself from its competitors.

SAK differentiates itself from our competitors by gauging success on customer satisfaction. Unlike several of our competitors, we focus on customers FIRST. As a private company which does not have to meet quarterly targets to appease stockholders as publicly traded companies do, our CLIENTS are our priority, above production and profitability. SAK wants to earn repeat business and positive references from our customers – delivering a safe, quality product while keeping the customer in the forefront ensures SAK's success above any competitors.

Further differentiation from our competitors is found in being one of the most trusted organizations with one of the broadest product and service offerings of trenchless solutions, and with the most experienced and well-respected people in the construction industry. Underground Construction Technology Association has recognized both our President, Jerry Shaw (in 2014), and our Vice Chairman, Bob Affholder (in 2000), as recipients of the prestigious Most Valuable Professional Award. Bob Affholder was also named Trenchless Technology magazine's 1996 Person-of-the-Year; and in July 2021 at the Underground Construction Technology Conference in Nashville, TN, Bob was honored as one of the first Pioneers of CIPP technology.

Describe any present or past litigation, bankruptcy or reorganization involving supplier.

- SAK Construction, LLC vs. City of Ottawa, Kansas (2009)
 - Litigation regarding Differing Site Condition claim by SAK
 - Settlement reached prior to trial
 - Settlement Confidential
- SAK Construction of CA LP (SAK subsidiary) vs. PSC Industrial Outsourcing (2011)
 - Litigation regarding PSC breach of contract
 - Settlement reached prior to trial
 - Settlement Confidential
- SAK Construction, LLC vs. City of Decatur and Bainbridge, Gee, Milanski and Associates, Inc. (2014)
 - Litigation regarding City of Decatur and Bainbridge, Gee, Milanski and Associates, Inc. to recover costs and payments due in rehabilitating sewage pipes for the City.
 - Settlement reached prior to trial
 - Settlement Confidential

Felony Conviction Notice: Indicate if the supplier:

☐ Is a publicly held corporation and this reporting requirement is not applicable;

- ☒ Is not owned or operated by anyone who has been convicted of a felony; or
- ☐ Is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

Describe any debarment or suspension actions taken against supplier.

None, SAK has never had any debarment or suspension actions taken against them.

3.2 DISTRIBUTION, LOGISTICS

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.

SAK Construction, LLC will provide **Trenchless Technology Rehabilitation and Related Items and Services** to eligible public agencies with the following solutions to meet their needs:

- Cured-In-Place Pipe (CIPP) Reconstruction of Sewers
- Cured-In-Place Pipe (CIPP) Renewal of Potable Water Mains & Pressure Pipes
- Pipe-bursting with HDPE for Sewer Lines
- Polyethylene (PE) Sewer Pipe Sliplining,
- Manhole and Structure Rehabilitation
- Gravity Sewer CIPP Lateral Renewal System
- Geopolymer Pipe Lining for Sanitary and Storm Sewer Lines

CIPP Reconstruction of Sewers:

SAK experts manufacture their own state of the art CIPP materials, but also work with other high-quality, experienced manufacturers of CIPP materials when necessary. With pioneers of the CIPP industry on-board, our experience spans over 40 years. Our suppliers of high-quality resins and polyester felt tubes ensure that SAK cured-in-place pipe meets ASTM F1216 standard for inversion and curing. Additionally, each of our CIPP liner and resin manufacturers are ISO 9001 certified.

With SAK's unique CIPP system, the company can rehabilitate gravity sewer pipes ranging from 6-inches to 108-inches in diameter. The CIPP liner consists of a resin-saturated felt tube with an impermeable polymeric coating on the outside. Working above ground from one manhole to the next, SAK inserts the CIPP liner into the entrance of an existing pipeline then utilizes either air or water pressure to turn it inside out. Inverting the tube positions the resin on the outside. Once the liner is in place for the entire length of the host pipe, we circulate hot water or steam through the tube to cure the resin, sealing the felt liner tightly to the inside of the host pipe. Now turned outside-in, the liner's polymeric coating forms a smooth inner surface of the strong, and long-lasting pipe-within-a-pipe.

CIPP Lining of Pressurized Pipelines:

As an exclusive licensed installer of ALTRA Proven Water Technology for drinking water mains up to 24-inches in diameter, and a variety of glass fiber reinforced CIPP lining products for sewer mains up to 48-inches in diameter, SAK renews pressurized pipeline from 6-inches to 48-inches in diameter. These CIPP lining systems for pressurized water and sewer pipelines can handle a maximum operating pressure of 150 psi in diameters up to 24-inches. In addition, SAK's "no-dig" CIPP approach means that most damaged sewer force main and water pipes can be rehabilitated quickly and cost-effectively, with minimal disruption or inconvenience to the surrounding community and environment.

Pipe Bursting with Polyethylene Pipe (PE) of Sewer Pipelines:

Pipe bursting allow for replacement of deteriorated or undersized pipelines. The process consists of insertion of a new pipe of equal or larger diameter into the existing pipeline. The host pipe is fractured by the bursting head and then pushed into the surrounding soil by the expander, which is 15% larger than the outside diameter (O.D.) of the new pipe. The new PE pipe is then pulled through the annular space created by the expander. Pipe bursting is suitable for the replacement of existing pipe materials such as clay, concrete, cast iron, AC, PVC and ductile iron.

Sliplining with Polyethylene Pipe (PE) of Sewer Pipelines:

Slip lining is one of the oldest "semi-trenchless" processes, requiring only minimal excavation of access pits for the insertion

locations at the ends of the host pipe to be renewed. After sections of PE pipe are butt-fused together to form a continuous pipe, with an outside diameter (O.D.) a minimum of 10% smaller than the inside diameter (I.D.) of the host pipe, the PE pipe is pulled through the host pipeline from the insertion pit to the other end of the pipe section to be renewed. The remaining annular space between the PE pipe and the host pipe is then pumped full of grout to stabilize and lock the new PE pipe in place.

Manhole and Structure Rehabilitation:

Manholes and wastewater handling structures suffer from a variety of problems, from minor leaks to major failures. As a result, an assortment of methods are required to properly renew them. The most cost-effective solutions are those that are tailored to overcome each particular problem. Manholes and structures are typically renewed by first competing minor to very complex preparation of the existing surface which remains. From mitigating the infiltration of ground water by plugging or grouting, to an extensive patching or rebuilding of the existing surface, proper preparation is required before we apply our manhole and structure rehabilitation lining systems. We offer a broad assortment of linings including basin cementitious, a calcium aluminate cementitious, epoxy, polyuria, and high end geopolymer systems. These various linings can also be applied in composite form to offer higher levels of protection of these key assets in infrastructure piping and treatment systems.

Gravity Sewer CIPP Service Lateral Renewal:

As many municipal agencies attempt to mitigate inflow and infiltration (I&I) into their infrastructure system, more and more agencies are looking to not only renew their main pipelines and manholes, but also the service lateral connections coming from residences and businesses. SAK offers municipal agencies the ability to not only renew their main sewer lines, but to also renew and seal the service lateral connection at the main line. This trenchless method of renewing these difficult to access connections of the service lateral to the main, is just another means of minimizing surface disruption in rebuilding infrastructure systems.

Geopolymer Pipe Lining for Sanitary and Storm Sewer Lines:

SAK's Geopolymer solution is a factory blended, fiber reinforced material which can be applied in one pass up to several inches thick on horizontal or vertical surfaces by low pressure spraying or a spin cast application process. It is designed to provide corrosion resistant protection, increase structural integrity, and stop the infiltration of groundwater in deteriorated structures and large diameter sewer and storm pipelines consisting of stone, brick, metal and concrete, and other structures such as wet wells.

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.

As shown in this document, we have a national presence of regional offices and support locations to provide construction installation services in the 48 contiguous United States. SAK has 20 construction installation crews spread across our 4 US operating regions, which travel to the various construction projects we are contracted to build, providing installation of our pipe rehabilitation services. We are unable to offer the services under the Master Agreement in Alaska or Hawaii, or any of the U.S. Territories and Outlying Areas due to the necessity of transporting our construction installation vehicles, equipment, and products to those locations.

SAK is proud to have been the nationwide vendor for the Trenchless Technology Rehabilitation and Related Products and Services contract through Region 4 Education Service Center since 2012. We responded to the very first RFP for this contract, #12-09, and in March 2012 the Board of Region 4 ESC awarded Contract #R5143 under TCPN to SAK, and it ran from March 22, 2012, through March 31, 2017 (3 years, and a 2-year renewal). In March 2017 SAK responded to RFP #17-08, and on April 25, 2017 the Board of Region 4 ESC awarded SAK Contract #R170802 under NationalIPA (the successor to TCPN, and predecessor to OMNIA Partners), which has run from May 1, 2017 to present (3 years, and two 1-year renewals). Our Business Development and Marketing personnel have all been educated on the contract, its benefits to participating public agencies, and effective promotion of the contract. They present and discuss this cooperative contract each time they meet with a potential client and educate clients who have traditionally always procured their projects through "low bidding" on the benefits and cost savings they can realize by utilizing this cooperative contract. The strides which have been made in our team's effectiveness have been recognized and commended by the folks within OMNIA Partners we work alongside in reaching potential customers.

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.

The Master Agreement pricing for this contract is **Not To Exceed** pricing, and thus Participating Agencies are ensured they will never pay a higher price for any line item. Additionally, per the terms of the contract, and through our Business Development and Marketing efforts to educate Participating Agencies, they will be shown how once we work together to develop a defined scope of work for their pipe rehabilitation needs, we can provide them with a proposal with reduced pricing below the Master Agreement pricing.

Identify all other companies that will be involved in processing, handling, or shipping the products/ service to the end user.

Not applicable. Only SAK Construction, LLC will be involved and there is not any processing, handling, or shipping of products, as we provide construction installation services as described above.

Provide that number, size and location of Supplier's distribution facilities, warehouses, and retail network as applicable.

All SAK locations and contact information for all our offices and support construction yards have been provided above in this document.

3.3 MARKETING AND SALES

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 from 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.

Please see attached **Marketing Plan**.

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 includes the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners

Please see attached **Marketing Plan**.

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.

Please see attached **Marketing Plan**.

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.

SAK agrees to provide company logo to OMNIA Partners and gives permission to reproduce the logo for the purpose of marketing communications and promotions.

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

SAK will continue to be extremely proactive in the promotion of our goods and services to all Public Agencies nationwide, and the timely follow up to leads established and forwarded by OMNIA Partners. All of our sales initiatives under this program will include the OMNIA Partners logo, and will continue to communicate that the Master Agreement was competi-

tively solicited and publicly awarded by a Principal Procurement Agency; has Not To Exceed pricing; that there is no cost to a Public Agency to participate, and it is non-exclusive.

Confirm Supplier will train its sales force on the Master Agreement. At a minimum, sales training should include:

- i. Key feature 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

Please see attached **Marketing Plan**.

Provide the name, title, email, and phone number for the person(s), who will be responsible for:

Executive Support: Charlie Kuhnmuensch, VP Business Development, charliek@sakcon.com, 636.385.1017

Marketing: Scott Linke, Marketing Manager, slinke@sakcon.com, 636.385.1058

Sales: Charlie Kuhnmuensch, VP Business Development, charliek@sakcon.com, 636.385.1017

Sales Support: Christa Cope, Business Development Coordinator, ccope@sakcon.com, 636.385.1026

Financial Reporting: Alyssa Brown, Assistant Controller, abrown@sakcon.com, 636.385.1044

Accounts Payable: Alyssa Brown, Assistant Controller, abrown@sakcon.com, 636.385.1044

Contracts: Barb Marler, Contracts Manager, bmarler@sakcon.com, 636.385.1030

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.

A team of full-time personnel will be dedicated to the development and implementation of the contract through outreach promotion to potential clients.

Charlie Kuhnmuensch – VP Business Development, SAK Construction, LLC: 24 years of business development experience in the trenchless construction industry, including cured-in-place pipe (CIPP), pipe bursting, tunneling, shotcrete, Sliplining, and microtunneling. Active member of AWWA, Water Environment Federation (WEF), and various water and wastewater associations across the United States. Responsible for overseeing all marketing, selling and promotional activities to maximize the Region 4 ESC/OMNIA Partners contract opportunities throughout the United States.

Scott Linke – Marketing Manager, based in St. Louis, MO

Anthony Aderhold – Nationwide Strategic Industrial Markets, based in St. Paul, MN

Casey Smith – Pacific Region and Texas, based in San Francisco, CA

Steve Johnson – Pacific Region, based in Sacramento, CA

Cary Shaw – Central Region, based in Leawood, KS

Bob Quackenbush – Atlantic Region General Manager, based in Baltimore, MD

Randy Hansbrough – Southeast Region, based in Memphis, TN

Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

As described in greater detail in our **Marketing Plan**, our Business Development personnel will follow the lead of Phil Santoro of OMNIA Partners, and Charlie Kuhnmuensch of SAK, and implement the sales strategies they have developed and agreed upon following award of the contract. Repeated promotion of the Master Agreement and meetings with Public

Agencies to transition them from low bidding procurement to utilization of the Master Agreement when possible.

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.

As SAK's team of Business Development, Marketing, Contracting and Administration people have done for the last 10 years in the implementation of this contract, SAK will continue these efforts going forward.

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 contract for each.

SAK's Public Agency sales for our pipe rehabilitation division (does not include our tunneling division) for the previous fiscal year were \$168,895,000. If we are again awarded this contract, we will be more than happy to provide the confidential information of our Top 10 Public Agency customers and their details.

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.

Not applicable as our construction installation services are highly specialized and not a catalog order management system. Under the Master Agreement procedures we have used on the two prior contracts, we provide the client a written proposal to complete the agreed upon scope of work, and they issue us a written acceptance of that proposal, which contains Terms & Conditions specific to that proposal. We use a financial construction software platform called Viewpoint, which has been customized for our specific business needs, to handle our billing and accounts receivable processes.

Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

Contract Sales is not defined in Section 10 of the OMNIA Partners Administration Agreement example, which was included in these RFP documents, however, we would guarantee a minimum of \$2,000,000 each year in Contract Sales for the initial three years of the Master Agreement. We anticipate higher revenues, more in line with what we have seen the last 3 years, however due to the uncertainty in the construction market, cannot guarantee that level or revenue.

Describe how Offeror responds to emergency requests.

The Business Development contacts listed in this document are available to respond to requests 24/7, and upon award of the contract all their contact information will be provided in publications sent to Public Agencies. Charlie Kuhnmuensch, who is listed for Executive Support and Sales is the main point of contact for any emergency request and can initiate any operational or site visit requirement a Public Agency requires 24/7.

What is Offeror's average on time delivery for services? Describe Offeror's history of meeting public agencies requirements.

Not applicable as we would not be delivering a product from a catalog or online system. However, our track record of completing construction contract completion dates for clients is outstanding.

Describe Offeror's ability to meet service and warranty needs.

With our large national presence of crews and operation locations we would be able to respond in a timely manner should an issue arise from workmanship under our standard 1-year construction warranty.

Describe Offeror's customer service/problem resolution process.

As mentioned in the preceding question, any issue which would arise from workmanship under our standard 1-year construction warranty would be addressed by our own crews returning to make any necessary repairs.

Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.

We invoice every 30 days once our construction installation services have been in progress for Public Agencies. Our standard payment terms are Net 30 Days. We accept electronic fund transfer payments and checks.

Describe Offeror's contract implementation/customer transition plan.

As mentioned earlier, our contracts with Public Agencies under the OMNIA Partners cooperative procurement program typically begins with a written proposal from SAK to the Public Agency, and once we receive a written or electronic communication confirming acceptance of our proposal, contract documents are executed.

Describe the financial condition of Offeror.

SAK Construction, LLC is a financially successful business with an excellent reputation as one of the leaders in the underground construction industry. We have a total bonding capacity of \$700,000,000, with a single project bonding capacity of \$250,000,000.

Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

Not applicable as our construction installation services cannot be ordered online due to the uniqueness of each different project we look at for several different Public Agencies. However, our website address is www.sakcon.com if you would like to view it.

Describe the Offeror's safety record.

Please see the attached EMR Letter provided by SAK's Bonding Agent and SAK's Safety Record Form for information regarding safety record. As for SAK's safety procedures, please see the attached Table of Contents and SAK's Commitment to Safety from SAK's safety plan.

If an Offeror requires any additional standard service agreements, provide a copy of the proposed agreement.

No additional standard service agreements are required.

Provide an additional information relevant to this section.

No additional information relevant to this section.

MARKETING PLAN

Business Development Mission: Continue to increase our presence as the market leader and innovator in trenchless technology with our focus on the categories in the Contract, throughout the United States. Unless an agency must specifically utilize competitive bidding for procurement of trenchless services, promotion of the “Trenchless Technology Rehabilitation and Related Products and Services” contract will be our primary offering to them, whether they are currently a Participating Public Agency, a prospective Public Agency, or a current customer of SAK Construction, LLC.

SAK’s Executive Leadership of Jerry Shaw, President and Charlie Kuhnmuensch, Vice President of Business Development have supported this contract 100% since the first time it was awarded to us in 2012 and will endorse the contract as part of our go-to-market strategy immediately upon award.

KEY OBJECTIVES TO ACCOMPLISH IN FIRST 90 DAYS:

- Announcement along with Master Agreement details published on SAK’s website.
- Continually educate internally to SAK executive management, regional management, business development and marketing teams, and externally to clients and potential clients, the components, and benefits of this contract.
- Further development and implementation of our marketing campaign (below) across the United States utilizing the strategies and campaigns detailed below.
- Continue closely working with Phil Santoro, Director, Partner Development – Construction Services, OMNIA Partners to strengthen our outbound message to potential agency clients.
- Investigate and establish the viability of utilizing this contract in all states we have targeted in this proposal, and specifically with our existing core client base.
- Conduct educational webinars for membership organizations in the water and wastewater industries which we are actively involved in, explaining the benefits of cooperative purchasing and specifically this contract.
- Attend national, regional and supplier specific trade shows working alongside OMNIA Partners, and attend, exhibit and participate at the NIGP Annual Forum.

GOAL OVERVIEW:

Goal 1: Education – To educate cities, counties, political subdivisions, other government agencies, non-profit entities, public and private schools, colleges, and universities, on the trenchless technologies our team provides.

Goal 2: Company/Contract Recognition – To be recognized as the market leader on the trenchless technologies our team provides with focus on the 7 rehabilitation areas in this contract.

Goal 3: Client Support – To provide support on infrastructure projects in addition to the trenchless services provided; via feasibility studies, design, cost analysis, and specifications review for clients.

Goal 4: Qualified Projects – To have the opportunity to perform work on \$10MM to \$20MM of projects in year one utilizing this contract.

Goal 5: Results – Increase gross revenues annually to in excess of \$12MM by 3rd year of contract.

SAK MARKETING (BUSINESS DEVELOPMENT) TEAM MEMBERS:

A team of fulltime personnel will be dedicated to the development and implementation of the contract through outreach promotion to potential clients.

Charlie Kuhnmuensch – VP Business Development, SAK Construction, based in St. Louis, MO

Scott Linke – Marketing Director, based in St. Louis, MO

Jack Boatman – Nationwide Public Agencies, based in Mobile, AL

Anthony Aderhold – Nationwide Strategic Public Agencies, based in St. Paul, MN

Casey Smith – Pacific Region, based in San Francisco, CA

Steve Johnson – Pacific Region, based in Sacramento, CA

Brian Ackerman – Pacific Region, based in San Antonio, TX

Cary Shaw – Central Region, based in Leawood, KS

Bob Quackenbush – Atlantic Region General Manager, based in Baltimore, MD

Randy Hansbrough – Southeast Region, based in Memphis, TN

NICHES:

- Public & Private Water & Wastewater Systems
 - City/County/Town/Village
- Consulting Engineering Firms
 - Civil/Water & Wastewater
- Federal government and military
- Education-related organizations
- Colleges/Universities
- Non-profits

MARKETING STRATEGIES AND CAMPAIGNS FIRST 90 DAYS:**Strategies**

- Social Media – Immediate announcement of award on Facebook, Twitter, LinkedIn
- Email Program – Constant Contact and direct emails to Participating Public Agencies
- Development of OMNIA Partners homepage on SAK website <http://sakcon.com/omnia>
- Webinars – Educational webinars with clients, potential clients and consulting engineers
- Press Releases
- Technical Presentations/Client Meetings
- Industry Publications – Published job site articles, Contract Announcements, Advertisements
- Trade Shows – Booths, Educational sessions, Advertisements
- Utilization of existing SAK/OMNIA Contract #R170802 clients for word-of-mouth referrals

Campaigns

- Research/Record contacts for Niches – Already Complete
- Week 1 – Coordinate Vendor Contract Launch meeting with member (Phil Santoro currently) of the OMNIA Partners Business Development Team.
- Week 1 (after award) – Send all marketing material bearing the OMNIA Partners name and logo to ESC4 for approval
- Week 1 – Announce award on social media outlets (Facebook, Twitter, LinkedIn, etc.)
- Week 2 – Work with OMNIA Partners on co-branded press release announcement
- Week 2 – Send Drip 1 email
- Week 2 – Send Drip 1 mail piece
- Week 3 – Follow up calls from Drip 1 email and mail piece
- Week 4 – Send Drip 2 email
- Week 4 – Schedule webinars
- Week 5 – Scott Linke and counterpart within OMNIA Partners begin development of dedicated contract homepage.
- Week 5 – Follow up calls from Drip 2 email
- Week 6 through 12 – SAK Business Development Team members will meet with the respective OMNIA Partners Regional Managers in person, if possible, but via Microsoft Teams at a minimum, to discuss territory marketing approach and target clients.
- Week 6 through 52 – SAK Business Development Team will meet with existing Public Agency clients, effectively promoting the Master Agreement in an effort to transition their procurement of trenchless technology construction services to utilization of the Master Agreement instead of low bidding.
- Week 12 through 52 – Repeat emails, mailings, follow up calls, meetings, and presentations
- Week 1 through 52 – Any trade shows will be attended with booths, presentations. Press releases and Industry Publications will be utilized.
- Week 13, 26, 39, 52 – Review market opportunities, evaluate results of previous marketing efforts, formulate changes to marketing calendar for upcoming Quarter.

HISTORY OF PAST PERFORMANCE:

The SAK team has successfully bid, marketed, developed, and performed work on private and public agency contracts in excess of \$1,500,000,000 since our establishment in 2006. SAK is one of 3 vertically integrated CIPP providers with a nationwide presence. SAK offers Region 4 ESC and OMNIA Partners the only one of these 3 which is a privately held company, not having to answer to shareholders and thus being able to focus our business development and marketing efforts

on the growth of cooperative contracting. We have held this contract for Region 4 ESC twice previously, working with TCPN, National IPA, and now OMNIA Partners, and have successfully marketed and grown the revenues despite several changes/acquisitions, and turnover of personnel within TCPN, National IPA, and OMNIA Partners. Performing under contract R170802 we have steadily increased our yearly revenues with the most recent 12 months having billed in excess of \$6,000,000 under the contract. Since May 1, 2017 we have billed in excess of \$14,000,000 under the contract, and now having recently had Phil Santoro of OMNIA Partners added as our Partner Development contact, hope to achieve even more impressive growth in revenue on the next contract we are awarded.



864 Hoff Road | O'Fallon, MO 63366

OMNIA®
P A R T N E R S

Partner **SAK Construction, LLC**

Contract **Trenchless Technology Rehabilitation
and Related Items and Services**

Contract
Number **R170802**



SAK™

OMNIA®
P A R T N E R S

Pipeline Infrastructure. Solved.™

OMNIA PARTNERS offers their members
the **Best Choice** for Pipeline Rehabilitation
Solutions



This **Best Value Contract** Provides **Trenchless Solutions** For Your Aging Pipelines

Solved.

After More Than 40 Years of Pipeline Innovation, Our Commitment Runs Deep. Literally.

SAK solves the challenge of maintaining and restoring aging water, sanitary, and oil and gas pipeline infrastructure for the municipal, energy and industrial markets. With industry leading experience and a commitment to service excellence, SAK is a trusted partner helping customers worldwide renew, protect and expand their pipeline infrastructure.



Services.

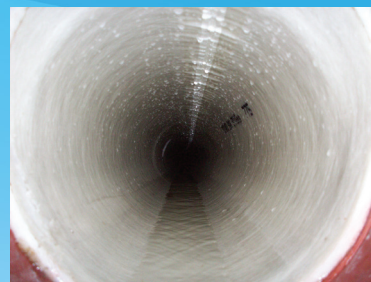
Focused on Finding Solutions to Your Underground Rehabilitation and Construction Needs.

LARGE DIAMETER SLIPLINING

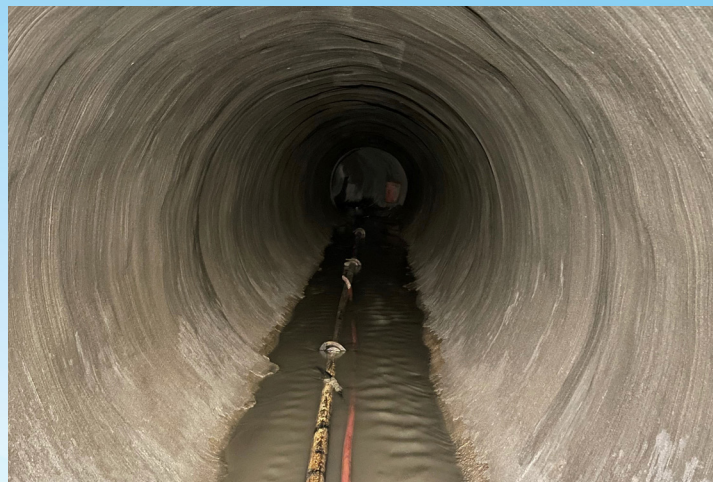
Protect and maintain your community's underground assets while protecting your finances with large diameter sliplining solutions from SAK. Ideal for interceptor pipeline in congested areas or difficult-to-dig sites, sliplining saves money and disruption by renewing sewer infrastructure using the existing pipeline. Working from access pits, new pipe is installed into deteriorating host pipe, providing a strong, new pipeline without the need to dig up and replace your entire system.



Before CIPP rehabilitation



After CIPP solution



Spin Cast Geopolymer Lining

CIPP LINING

It takes an expert to know one. And SAK experts works with the world's best manufacturers of CIPP materials. With founders of the CIPP industry on-board, our experience spans over 40 years and 30 countries. Our suppliers of high-quality polyester felt tubes and resins insure that SAK cured-in-place pipe meets ASTM F1216 standards.

ALL SERVICES OFFERED:

CURED-IN-PLACE (CIPP)

- Reconstruction of Gravity Sewer Pipelines
- Renewal of Potable Water Mains & Pressure Pipes

PIPE-BURSTING WITH HDPE For Sewer Lines

POLYETHYLENE (PE) PIPE SEWER PIPE SLIP-LINING

MANHOLE & STRUCTURE REHABILITATION

GRAVITY SEWER CIPP LATERAL RENEWAL SYSTEM

SPIN CAST GEOPLOYMER LINING OF LARGE DIAMETER GRAVITY SEWER PIPELINES

National Headquarters

Charlie Kuhnmuench
636.385.1017 | charliek@sakon.com

For more info visit:
sakon.com/omnia

Call Today for the **Pipeline Solutions** You Need



MUNICIPAL

Aging infrastructure, explosive growth, shrinking tax bases—America’s cities face daunting challenges as they struggle to meet their current and future water and sanitation needs. With infiltration, limited capacity, and growing demand stressing our deteriorating pipelines, the Environmental Protection Agency estimates \$355 billion in improvements are required by 2030 to address America’s water and sewer issues.

As communities seek affordable answers to their pipeline problems, SAK leads the way. Experts in a variety of pipeline construction and renovation methods, SAK has the technology and the know-how to protect, repair, and even increase pipeline capacity without excavation. Preserve the health and safety of your community with trusted water, sanitation, and stormwater solutions from SAK.

OMNIA®

PARTNERS

Ask us about our OMNIA® Partners “Trenchless Technology Rehabilitation” contract.

HOW CAN SAK HELP YOU?

CONTACT US

Charlie Kuhnmuensch

636.385.1000

info@sakcon.com

NATIONWIDE COVERAGE

One of the fastest-growing companies in the industry, SAK is strategically positioned to serve the entire United States with regional headquarters in Sacramento, St. Louis, Nashville, and Baltimore.

FEATURED PROJECTS

Roll over the images below to see case studies of representative projects.
Use the filters to select by sector and state.

OMNIA®
P A R T N E R S

[CONTACT](#)

Any Sector



Any State





CIPP

Safe, sturdy, and seamless,
cured-in-place pipe technology
renews existing gravity storm
and wastewater pipeline
infrastructure without digging.

[VIEW CIPP PROJECTS](#)

FEATURED PROJECTS

Roll over the images below to see case studies of representative projects.
Use the filters to select by sector and state.

OMNIA®
PARTNERS

[CONTACT](#)

Any Sector



Any State





SAK Construction

@sakconstruction · Contractor

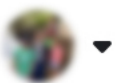
[Learn More](#)

sakcon.com

[Home](#) [Job Openings](#) [Poll](#) [Community](#) [More](#)

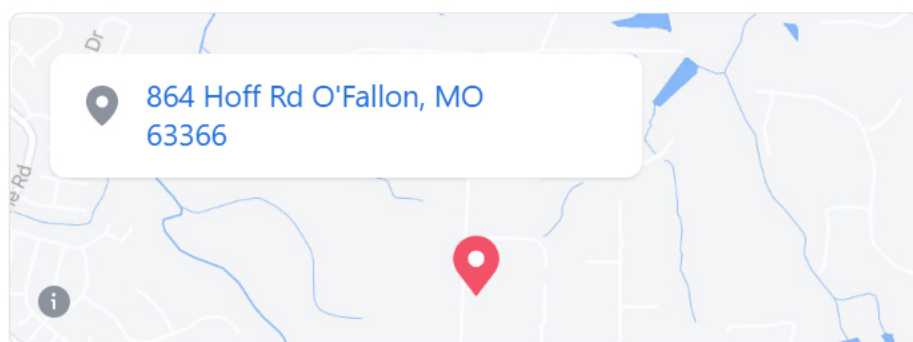
[Liked](#)

[Message](#)



About

[See All](#)



i SAK Construction's trenchless technology and tunneling solutions renew yesterday's municipal and industrial pipelines for tomorrow's growth.

i PIPELINE INFRASTRUCTURE. SOLVED.™
Trust SAK to solve your infrastructure issues for generations to come. With decades of experience and a history of ... [See More](#)

👍 1,486 people like this



✓ 1,667 people follow this



Create Post

Photo/Video

Check in

Tag Friends



SAK Construction

Just now ·

Proud to partner with OMNIA

<https://www.omniapartners.com/publicsector>

OMNIA®
P A R T N E R S



Search

Home

My Network

Jobs

Messaging



SAK Construction, LLC

Pipeline Infrastructure. Solved.

Construction · O Fallon, Missouri · 4,093 followers



Jim & 42 other connections work here · 257 employees

✓ Following

Visit website

More

Home

My Company

About

Posts

Jobs

People

Videos



SAK Construction, LLC

4,093 followers

All

Images

Videos

Articles

Documents

Ads

Sort by: Top



SAK Construction, LLC

4,093 followers

2w ·

Proud to be a partner with OMNIA!
<https://www.omniapartners.com>

OMNIA
PARTNERS



Marsh & McLennan Agency LLC
825 Maryville Centre Drive, Suite 200
St. Louis, MO 63017
+1 314 594 2700
MarshMMA.com

July 13, 2021

Attn: Harry Miller
SAK Construction, LLC
864 Hoff Road
O'Fallon, MO 63366

RE: SAK Construction, LLC
Workers' Compensation Experience Modification

Dear Harry:

Your Experience Modification Rating Factor for the past three years is as follows:

Effective 8-2-2021 .58

Effective 8-2-2020 .54

Effective 8-2-2019 .56

Sincerely,

A handwritten signature in cursive script that reads "Diane Stiehl".

Diane M. Stiehl, CISR
Senior Account Manager

SAK Construction Safety Record Form

SAK Construction
864 Hoff Road
O'Fallon, MO 63366
Telephone: 636-385-1000
Fax: 636-385-1100



Prepared by/title: Harry Miller, Safety Director

Date prepared: 1/20/2021

Experience Modification Rates (EMR)

Year	Experience Modification Rate (EMR)
2010-2011	0.97
2011-2012	0.80
2012-2013	0.76
2013-2014	0.77
2014-2015	0.70
2015-2016	0.65
2016-2017	0.61
2017-2018	0.53
2018-2019	0.54
2019-2020	0.56

OSHA Incidence Rates

Year	Total Recordable Incidents	Total Hours Worked	OSHA Incidence Rate(RIR)
2009	5	191,456.26	5.2
2010	7	343,552.61	4.1
2011	16	520,464.03	6.1
2012	10	559,513.91	3.6
2013	12	612,328.92	3.9
2014	11	680,335.32	3.2
2015	13	749,758	3.5
2016	10	899,379	2.2
2017	12	956,649	2.5
2018	7	1,018,297	1.4
2019	11	1,084,999	2.0
2020	9	1,071,038	1.7

DART- Days Away, and Restricted or Transferred

Year	DART Cases	Total Hours Worked	DART Incidence Rate
2009	2	191,456.26	2.1
2010	5	343,552.61	2.9
2011	13	520,464.03	5.0
2012	6	559,513.91	2.1
2013	7	612,328.92	2.3
2014	6	680,335.32	1.8
2015	6	749,758	1.6
2016	3	899,379	0.7
2017	11	956,649	2.3
2018	2	1,018,297	0.4
2019	2	1,084,999	0.4
2020	5	1,071,038	0.9

Lost Workday Cases

Year	LWD Cases	Total Hours Worked	LWD Incident Rate
2009	0	191,456.26	0.00
2010	1	343,552.61	0.58
2011	7	520,464.03	2.69
2012	1	559,513.91	0.36
2013	4	612,328.92	1.31
2014	2	680,335.32	0.59
2015	2	749,758	0.53
2016	3	899,379	0.67
2017	4	956,649	0.84
2018	0	1,018,297	0.00
2019	1	1,084,999	0.18
2020	5	1,071,038	0.93

Incident Rates are Calculated using this formula: # Cases X 200,000 / Man Hours Worked

SAFETY AND ACCIDENT PREVENTION PLAN

Jerry Shaw
President



SAKTM

Pipeline Infrastructure. Solved.TM

SAFETY AND ACCIDENT PREVENTION PLAN TABLE OF CONTENTS

Health & Safety Commitment

Tunnels, Shafts and Blasting Procedures

Respiratory Protection Program

Inspections

Lockout/Tagout – Energy Control Program

Accident Reporting and Investigation Plan

Confined Space Entry Program

Ventilation Compliance Program

Electrical Safety Plan

Hot Work Permit Program

Fire Protection and Prevention

Hazard Communications Program (HAZCOM)

Fall Protection Plan

Personal Protective Equipment (PPE) Program

Trench & Excavation Program

Appendixes

1. Safety Enforcement Procedures
2. Safety Recognition Program
3. Code of Safe Practices
4. Cell Phone Policy
5. Drug Free Workplace and Substance Abuse Policy
6. DOT Substance Abuse and Alcohol Misuse
7. Tunnel Evacuation Procedures
8. Accident Reporting Procedures
9. Backing Techniques
10. Hazardous Materials Emergency Action Plan



HEALTH & SAFETY COMMITMENT

SAK Construction, LLC is committed to providing a safe and healthy workplace for all our employees.

SAK Construction, LLC will strive to comply with all relevant government regulations regarding personal health and safety. We will encourage good safety habits in every aspect of our Company's activities by maintaining an effective accident prevention program. This program will provide training and control exposure to hazardous situations both on the jobsite and at home. In every activity of our business, we expect a commitment to safety and active participation of every employee in our comprehensive safety effort.

In all our activities, the health and safety of our people is not to be compromised or placed at risk for any reason.

A handwritten signature in black ink, appearing to read "Jerry P. Shaw".

Jerry P. Shaw

President

SAK Construction, LLC

Employee Signature

Exhibit B
Administration Agreement, Example

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 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, credits on returns, rebates and discounts, 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
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

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

Name

Title

Date

Signature

Sarah Vavra

Name

Sr. Vice President, Public Sector
Contracting

Title

Date

Exhibit C
Master Intergovernmental Cooperative Purchasing Agreement, Example

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 and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (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 healthcare 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:**
**NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY
COMMUNITIES PROGRAM
MANAGEMENT, LLC**

Authorized Signature

Signature

Sarah E. Vavra

Name

Name

Sr. Vice President, Public Sector Contracting

Title and Agency Name

Title

Date

Date

Exhibit D
Principal Procurement Agency Certificate, Example

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**"), [NAME OF PPA] 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 [NAME OF PPA] ("**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, [PRINCIPAL PROCUREMENT AGENCY]

Signature

Name

Title

Date

Contract Sales Report submitted electronically in Microsoft Excel:

[illegible]

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302–6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____  _____ 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 BC 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 BC 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 BC 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 BC 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 BC 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 BC 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 BC 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 30 Initials of Authorized Representative of offeror

(K) Prohibition on certain telecommunications and video surveillance services or equipment – Contracts and subgrants expending Federal loan or grant funds shall not: (i) procure or obtain; (ii) extend or renew a contract to procure or obtain; or (iii) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 115-232, section 889, covered telecommunications equipment under Federal Rule (K) include:

- (i) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (ii) 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).
- (iii) Telecommunications or video surveillance services provided by such entities or using such equipment. \
- (iv) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the 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.

Pursuant to Federal Rule (K) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of Federal Rule (K) during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES BC Initials of Authorized Representative of offeror

(L) Domestic preferences for procurements – Contracts and purchase orders for work or products under a subaward must include a provision that requires the non- Federal entity to 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).

For the purposes of Federal Rule (L), "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" 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.

Pursuant to Federal Rule (L) 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 (L) above.

Does offeror agree? YES BR 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 BR 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 BR 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 BR Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES BR 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 BR 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:

Version July 27, 2021

SAK Construction, LLC

Address, City, State, and Zip Code:

864 Hoff Road, O'Fallon, MO 63366

Phone Number: 636.385.1000

Fax Number:

636.385.1100

Printed Name and Title of Authorized Representative:

Boyd Hirtz, President

Email Address:

bhirtz@sakcon.com

Signature of Authorized Representative:



Date:

9/22/2021

FEMA 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 Special Conditions required by the Federal Emergency Management Agency (FEMA).

"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.

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. REMEDIES**

- a. Standard. Contracts for more than the simplified acquisition threshold, currently set at \$250,000, 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. See 2 C.F.R. Part 200, Appendix II(A).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

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 29 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 37 C.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

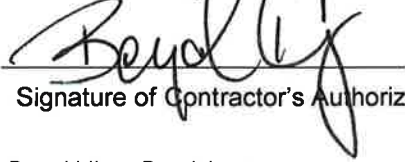
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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, SAK Construction, LLC, 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.

A handwritten signature in black ink, appearing to read "Boyd Hirtz", written over a horizontal line.

Signature of Contractor's Authorized Official

Boyd Hirtz, President

Name and Title of Contractor's Authorized Official

9/22/2021

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. 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 ComptrollerGeneral.

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.

13. 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.

14. 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.

15. 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."

16. 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."

17. 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."

18. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- a. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contracts and subgrants expending Federal loan or grant funds shall not: (i) procure or obtain; (ii) extend or renew a contract to procure or obtain; or (iii) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any

system, or as critical technology as part of any system. See 2 C.F.R. Part 200, Appendix II, ¶ K.

- c. As described in Public Law 115-232, section 889, covered telecommunications equipment under 2 C.F.R. § 200.216 include:
 - i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - ii. 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).
 - iii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the 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.

19. DOMESTIC PREFERENCES FOR PROCUREMENTS

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contracts and purchase orders for work or products under a subaward must include a provision that requires the non-Federal entity to 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). See 2 C.F.R. Part 200, Appendix II, ¶ L.
 - i. "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.
 - ii. "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.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: SAK Construction, LLC

Address, City, State, and Zip Code:
864 Hoff Road, O'Fallon, MO 63366

Phone Number: 636.385.1000 Fax Number: 636.385.1100

Printed Name and Title of Authorized Representative:
Boyd Hirtz, President

Email Address: bhirtz@sakcon.com

Signature of Authorized Representative: 

Date: 9/22/2021

Exhibit G
New Jersey Business Compliance

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 statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

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: SAK Construction, LLC

Organization Address: 864 Hoff Road, O'Fallon, MO 63366

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
Thomas Kalishman	995 Green Lane, Wilson, WY 83014
Robert Affholder	1230 South Main Street, Unit D, St. Charles, MO 63301
Jerome Shaw, Jr.	26 Saybridge Manor Ct., Lake St. Louis, MO 63367

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.**

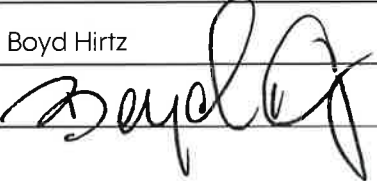
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
None	

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
None	

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):	Boyd Hirtz	Title:	President
Signature:		Date:	9/22/2021

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of ~~New Jersey~~ Missouri
County of St. Charles

ss:

I, Boyd Hirtz residing in O'Fallon
(name of affiant) (name of municipality)
in the County of St. Charles and State of Missouri of full
age, being duly sworn according to law on my oath depose and say that:

I am President of the firm of _____
(title or position) (name of firm)

SAK Construction, LLC the bidder making this Proposal for the bid

entitled RFP Trenchless Technology Rehabilitation and
Related Products and Services, 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 Region 4 ESC and
OMNIA Partners 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
SAK Construction, LLC.

Subscribed and sworn to

before me this day

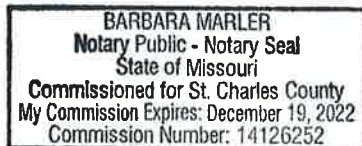
9/22, 2021

Barbara Marler

Notary public of St. Charles County, Missouri

My Commission expires 12/19/22

(Seal)



Boyd Hirtz
Signature

Boyd Hirtz, President

(Type or print name of affiant under signature)

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: SAK Construction, LLC

Street: 864 Hoff Road

City, State, Zip Code: O'Fallon, MO 63366

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302) X

Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the
--

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

9/22/2021

Date



Authorized Signature and Title

Boyd Hirtz, President

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION 8, ITEM 11. For Instructions on completing the form, go to: https://www.state.nj.us/treasury/contract_compliance/documents/pdf/forms/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY 20-4193988	2. TYPE OF BUSINESS ☐ 1. MFG ☐ 2. SERVICE ☐ 3. WHOLESALE ☐ 4. RETAIL ☒ 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 430
4. COMPANY NAME SAK Construction, LLC		
5. STREET 864 Hoff Road	CITY O'Fallon	COUNTY St. Charles
STATE MO		ZIP CODE 63366
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) Sunlight Peak, LLLP		CITY O'Fallon
STATE MO		ZIP CODE 63366
7. CHECK ONE: IS THE COMPANY: ☐ SINGLE-ESTABLISHMENT EMPLOYER ☒ MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ 0		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT		
CITY		COUNTY
STATE		ZIP CODE

Official Use Only	DATE RECEIVED	INAG. DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Cols 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers	49	43	6	1	2	1	1	38	1				5
Professionals	75	68	7	2	5	1		60					7
Technicians	11	10	1					10					1
Sales Workers													
Office & Clerical	32	8	24	1				7	3	2		1	18
Craftworkers (Skilled)	73	73		2	10	1	1	59					
Operatives (Semi-skilled)	26	25	1		5			20					1
Laborers (Unskilled)	141	136	5	22	32	2	2	78	3				2
Service Workers													
TOTAL	407	363	44	28	54	5	4	272	7	2		1	34
Total employment From previous Report (if any)	401	361	40	42	40	5	3	271	13	1		1	25
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												
	0	0	0	0	0	0	0	0	0	0	0	0	0

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? ☐ 1. Visual Survey ☒ 2. Employment Record ☐ 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES ☐ 2. NO ☒	15. IF NO, DATE LAST REPORT SUBMITTED MO DAY YEAR 02 27 2017
13. DATES OF PAYROLL PERIOD USED From: 08/29/2021 To: 09/04/2021		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Angie Hirtz	SIGNATURE 	TITLE HR Manager	DATE MO DAY YEAR 09 22 2021
17. ADDRESS NO. & STREET 864 Hoff Rd.	CITY O'Fallon	COUNTY St. Charles	STATE MO
ZIP CODE 63366		PHONE (AREA CODE, NO., EXTENSION) 636 - 385 - 1020	

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 its 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

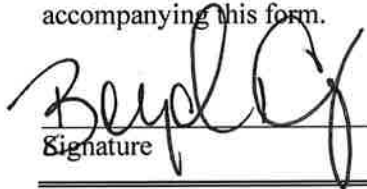
Required Pursuant to N.J.S.A. 19:44A-20.26

**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:	SAK Construction, LLC		
Address:	864 Hoff Road		
City:	O'Fallon	State: MO	Zip: 63366

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	Boyd Hirtz Printed Name	President 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
N/A			\$

☐ Check here if the information is continued on subsequent page(s)

DOC #4, continued

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

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.**

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: Thomas Kalishman	Name: Robert Affholder
Home Address: 995 Green Lane, Wilson, WY 83014	Home Address: 1230 South Main Street, Unit D, St. Charles, MO 63301
Name: Jerome Shaw, Jr.	Name:
Home Address: 26 Saybridge Manor Ct., Lake St. Louis, MO 63366	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 22 day of September
2021

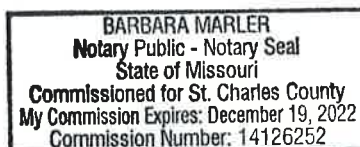
(Notary Public) Barbara Marler

My Commission expires: 12/19/22

Boyd Hinz
(Affiant)

Boyd Hinz, President
(Print name & title of affiant)

(Corporate Seal)



Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

**STATE OF NEW JERSEY – DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: Solicitation No. 22-04

Bidder/Offeror: SAK Construction, LLC

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:



I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR



I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

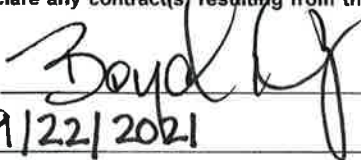
EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name <u>N/A</u>	Relationship to Bidder/Offeror _____
Description of Activities _____ _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Boyd Hirtz

Signature: 

Title: President

Date: 9/22/2021

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/>

01/13/15

Taxpayer Identification# **204-193-988/000**

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME: SAK CONSTRUCTION, LLC	TRADE NAME:	
ADDRESS: 864 HOFF RD O'FALLON MO 63366-1922	SEQUENCE NUMBER: 1924928	
EFFECTIVE DATE: 01/13/15	ISSUANCE DATE: 01/13/15	
FORM-BRC (04-08), D205846V		 Director New Jersey Division of Revenue

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

DOC #8

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

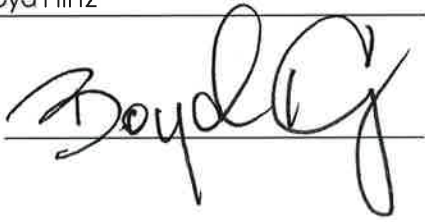
- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at: http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Boyd Hirtz

Title: Vice President

Signature: 

Date: 9/22/2021

DOC #9
MCBRIDE-PRINCIPLES



STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: 22-04

VENDOR/BIDDER: SAK Construction, LLC

**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

A handwritten signature in black ink, appearing to read "Boyd Hirtz", written over a horizontal line.

Date

9/22/2021

Boyd Hirtz, President

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.220, 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 BOROUGHES
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
LYNN DYLAN, 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
CADDOPARISH, 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

Version July 27, 2021

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
 PINWOOD 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
 TOOEELE 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

Version July 27, 2021

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

TAB 4 - QUALIFICATIONS AND REFERENCES

Provide a brief history of the Offeror, including year it was established and corporate office location.

SAK Construction, LLC (SAK) is a full-service general contractor, construction management firm and construction material producer. SAK specializes in complex underground infrastructure projects including wastewater, stormwater and combined sewer pipeline rehabilitation, and new tunnel construction of large diameter conveyance pipelines and storage tunnels.

Company Headquarters

Our approximately 130,000 square-foot Headquarters and Central Region offices, product manufacturing, equipment fabrication and CIPP wet-out facility are located near St. Louis, Missouri, approximately 20 miles west on I-70 from Lambert St. Louis Airport. The address and contact information is:

SAK Construction, LLC
864 Hoff Road
O'Fallon, MO 63366

636.385.1000 Telephone
636.385.1100 Fax

Capabilities

- Cured-In-Place Pipe Lining (gravity) – 6" to 108" diameter
- Cured-In-Place Pipe Lining (pressure, including water) – 6" to 48" diameter
- Large Diameter Tunneling – Utilizing TBMs up 24-foot & Hand Mining up to 32-foot arch
- Large Diameter Sliplining – 36" diameter pipe and above
- PE Pipe Sliplining – less than 36" diameter pipe
- Large Diameter Geopolymer Pipe Lining
- SPR Spiral Wound PVC & PE Pipe Lining
- Shotcrete Lining
- Shaft Excavation
- Sewer Bypass, Sewer Cleaning & CCTV Inspection & Structure Rehabilitation
- Cured-In-Place Pipe (CIPP) Tube Manufacturing

Trenchless Experience

The key management staff of SAK has extensive experience working on and managing hundreds of projects in the pipeline rehabilitation and tunneling industries. Since its inception in 2006, SAK's revenue growth has been exceptional and in 2020 exceeded \$265M. SAK now employs over 500 people working nationwide.

SAK's culture, ethics and approach have enabled us to build a reputation with our clients as a preferred construction partner who delivers projects on-time and on-budget. We have repeatedly demonstrated our experience collaborating with clients, key stakeholders, and property owners during the execution of projects and working as good corporate citizens within the communities we serve by hiring locally and ensuring meaningful opportunities for minority and women owned businesses to participate on our projects as suppliers and construction partners.

As one of the leading trenchless pipe rehabilitation contractors in the United States, SAK has the most diverse experience installing a breadth of trenchless technologies. As a company SAK has installed more than 14,000,000 linear feet of CIPP rehabilitating water, sewer, and stormwater pipelines. Additionally, SAK has rehabilitated pipelines utilizing technologies such as geopolymer lining, polyethylene pipe sliplining, large diameter sliplining with concrete and FRP pipe, spiral wound PVC lining, and shotcrete. When a client is seeking a construction partner, SAK is usually the choice because we work with them to find the correct product solution for their application from our diverse portfolio of installed solutions.

Completed tunnel projects excavated by TBMs (tunnel boring machines) include soft ground tunnels and hard rock tunnels ranging from 5' to 35' in diameter. In addition, SAK personnel have successfully completed many pipe jacking tunnel projects ranging from 48" to 120" diameter pipes, as well as small diameter micro-tunneling and SEM tunnel methods as large as 26' arch shaped. SAK management and personnel are well versed in soft ground and hard rock TBMs of all types. The combined management staff has installed over 1,000,000 linear feet of small and large diameter tunnels.

Throughout many of their working years, the SAK management staff was employed by Affholder, Inc., a prominent St.

Louis based, but nationwide, tunnel and pipeline rehabilitation contractor. The SAK management staff helped to grow Affholder from a \$12M a year contractor in 1980 to a \$120M a year contractor by 2005. Jerry Shaw was named Vice President of Affholder in 1987 and resigned in 2005. He is now the President of SAK Construction, LLC. Boyd Hirtz resigned from Affholder in 2006 and is now the President of SAK's Tunneling Division, overseeing all North American tunneling operations. Over the course of the past fifteen years, SAK has hired many of the ex-Affholder tunnel employees and other employees from well-established underground contractors from the US and other countries, including chief estimators, engineers, project managers, safety managers, superintendents, foreman, and TBM operators.

Describe the Offeror's reputation in the marketplace.

SAK's reputation is very strong, proud and well known throughout the industry as one of the most trusted organizations with one of the broadest product and service offerings of trenchless solutions, and with the most experienced and well-respected people in the construction industry. As mentioned earlier in this submittal, Underground Construction Technology Association has recognized both our President, Jerry Shaw (in 2014), and our Vice Chairman, Bob Affholder (in 2000), as recipients of the prestigious Most Valuable Professional Award. Bob Affholder was also named Trenchless Technology magazine's 1996 Person-of-the-Year; and in July 2021 at the Underground Construction Technology Conference in Nashville, TN, Bob was honored as one of the first Pioneers of CIPP technology, an honor shared not only with his co-workers at SAK, but with hundreds of people from our competitor companies in attendance because of their respect for Bob and what we've built at SAK.

Describe Offeror's reputation of products and services in the marketplace.

SAK Construction is viewed as a leader in the pipe rehabilitation and tunneling industries, and one of the primary reasons we've been successful in incrementally growing not only our overall company revenue, but also growing our year over year OMNIA Partners revenue under our current contract, is that our Public Agency clients appreciate the work we do, how we conduct business with them, and want us to build multiple projects for them.

Describe the experience and qualification of key employees.

Jerry Shaw, President (43 years' experience in the trenchless pipeline and tunneling industry)

Boyd Hirtz, President – Tunneling Division (38 years' experience in the trenchless pipeline industry)

Joe Feuerborn, VP & GM Rehab Division (25 years' experience in the trenchless pipeline industry)

Steve Hirtz, VP Operations (42 years' experience in the trenchless pipeline industry)

Charlie Kuhnmuensch VP Business Development (24 years' experience in the trenchless pipeline industry)

Describe Offeror's experience working with the government sector.

97% of our annual revenue is from building projects for government sector clients. Whether they are water and sewer agencies, city agencies, state agencies, departments of transportation, drainage districts, military installations, or river authorities, the Public Agencies who are our clients and the backbone of our business, are in the government sector.

Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

- SAK Construction, LLC vs. City of Ottawa, Kansas (2009)
 - Litigation regarding Differing Site Condition claim by SAK
 - Settlement reached prior to trial
 - Settlement Confidential
- SAK Construction of CA LP (SAK subsidiary) vs. PSC Industrial Outsourcing (2011)
 - Litigation regarding PSC breach of contract
 - Settlement reached prior to trial
 - Settlement Confidential

- SAK Construction, LLC vs. City of Decatur and Bainbridge, Gee, Milanski and Associates, Inc. (2014)
 - Litigation regarding City of Decatur and Bainbridge, Gee, Milanski and Associates, Inc. to recover costs and payments due in rehabilitating sewage pipes for the City.
 - Settlement reached prior to trial
 - Settlement Confidential

There are not past bankruptcy, reorganization, state investigation of the entity or current officers to report.

Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact person and email, city, state, years serviced, description of services and annual volume.

- Metropolitan St. Louis Sewer District, St. Louis, MO - 13 years
Rich Unverferth, Director of Engineering, rluve@stlmsd.com
SAK has installed CIPP for sewer pipe rehabilitation, geopolymer rehabilitation and shotcrete rehabilitation for large diameter sewers, and constructed multiple sewer conveyance and storage large diameter tunnels and structures. Annual volume currently is approximately \$40 million
- City of St. Petersburg, FL - 12 years
Matt Wilson, Engineer II, matthew.wilson@stpete.org
SAK has installed CIPP for sewer rehabilitation and has maintained an annual contract with the City for the last five years, under which the annual volume is between \$1.5 to \$2.0 million.
- City of St. Joseph, MO - 12 years
Keven Schneider, Superintendent of Streets & Infrastructure, kschneider@stjoemo.org
SAK has installed CIPP for sewer pipe rehabilitation and geopolymer rehabilitation for large diameter sewers. Annual volume is between \$750K and \$1 million.
- Village of Palm Springs, FL - 3 years
Andy Klausner, Superintendent, aklausner@vpsfl.org
SAK has installed CIPP for sewer pipe rehabilitation for the last three years. Annual volume \$250K.
- Citizens Energy Group, Indianapolis, IN - 5 years
Roger Hanas, Manager System Renewal, rhanas@citizensenergygroup.com
SAK has a Master Agreement under which we install CIPP, geopolymer, perform manhole rehabilitation, and do some shotcrete rehabilitation. Annual volume \$4.0 million.
- San Antonio Water System (SAWS), San Antonio, TX - 6 years
Gail Hamrick-Pigg, Director - Engineering Pipelines, gail.hamrick-pigg@saws.org
SAK has rehabilitated small, medium and large diameter sewers with CIPP and is currently constructing the W-6 Upper Segment Tunnel. Annual volume \$15 million.

Provide a copy of the NSF International certification to NSF/ANSI 61 document for Cured-In-Place Pipe (CIPP) Renewal of Potable Water Mains. Only products with certification by NSF to NSF/ANSI 61 and listed as certified on the NSF website, www.nsf.org, shall be allowed and considered as Cured-In-Place Pipe (CIPP) Renewal of Potable Water Mains products.

Please see attached NSF International Certification.

Demonstrate Offeror's safety record and safety procedures, including procedures that over a Participating Public Agency's employees and members of the public

Please see the attached EMR Letter provided by SAK's Bonding Agent and SAK's Safety Record Form for information regarding safety record. As for SAK's safety procedures, please see the attached Table of Contents and SAK's Commitment to Safety from SAK's safety plan.

Provide any additional information relevant to this section.

No additional information relevant to this section.



September 30, 2021

RE: Cured-in-Place Pipelining (CIPP) projects by SAK Construction

To Whom it May Concern:

The Metropolitan St. Louis Sewer District (MSD) has worked extensively with SAK Construction on multiple pipe rehabilitation contracts since 2007. In that time, they have completed numerous CIPP projects of multiple sizes. SAK has demonstrated the ability to complete work on time and on budget. SAK performs their work both professionally and competently. SAK is also knowledgeable and competent in the planning and implementation of complex by-pass pumping operations and systems.

MSD's service area covers over 520 square miles and our system is comprised of approximately 9000 miles of sanitary, combined and stormwater sewers.

SAK Construction has been a pre-qualified contractor for MSD in both sewer rehabilitation and underground tunneling work since 2007.

If you should need further details or specific project information, please feel free to contact me at (314) 768-6285 or rlunve@stlmsd.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'Richard L. Unverferth'.

Richard L. Unverferth, P.E.
Director of Engineering



PUBLIC WORKS WATER POLLUTION CONTROL

ADMINISTRATION

50 MARKET STREET, KANSAS CITY, KANSAS 66118

(913) 573-1300

July 23, 2020

SAK Construction
Attn: Brent Adams
864 Hoff Road
O'Fallon, MO 63366

Re: Critical Pipe Rehabilitation beneath Interstate I-435

Brent,

I would like to formally thank SAK Construction for the successful rehabilitation of the critical 36" pipe that runs beneath Interstate I-435.

This pipe being approximately 1,800 liner feet long and 85' deep underneath Interstate I-435 brought risks and unique challenges. This pipe carried most of the sanitary sewer flows from the Western portion of our service area without any redundancy. To ensure maximum future sewer capacity, the Unified Government (UG) specified CIPP to rehabilitate the pipe. Also, the specifications required the CIPP liner to be continuous the entire 1800' length.

I'd like to thank the SAK's staff for working with our consultants to develop the proper CIPP design criteria and for bringing their extensive knowledge of on-site wet out installations to this project. I'd also like to acknowledge the hard work of the field staff that worked 24/7 Monday through Thursday to install the CIPP liner. Your team accepted and embraced the challenges of this pipe rehabilitation and successfully completed the project.

Again, Thank you for a successful completion of this challenging pipe rehabilitation.

Sincerely,

Joseph W. Barnes
Water Pollution Control - Project Manager

EXPERIENCE INFORMATION

Page 19 of 87

(To be completed by Offeror)

1. Contractor: SAK Construction, LLC 864 Hoff Road O'Fallon, MO 63366	2. Contract /Task Order(TO) /Purchase Order (PO) Number: W912P9-14-D-0526									
	3. Contract/TO/PO Dollar Value: \$ 8,910,741.88									
	4. Contract/TO/PO Status: <table> <tr> <td>☐ Active</td> <td>☒ Complete</td> <td>% Complete 100 %</td> <td>Date Completed 04/18/18</td> </tr> <tr> <td></td> <td>☒ Prime</td> <td>☐ Sub-Contractor</td> <td></td> </tr> </table>			☐ Active	☒ Complete	% Complete 100 %	Date Completed 04/18/18		☒ Prime	☐ Sub-Contractor
☐ Active	☒ Complete	% Complete 100 %	Date Completed 04/18/18							
	☒ Prime	☐ Sub-Contractor								

1. Project Title:
Old Mill Creek, Phase 3 14th to 2nd Street
 Client POC: Evan Taylor
 Client Telephone: 314-378-0480
 Client Email:
 Location (City and Province): St. Louis MO

2. Project Description:
 Features of work that the Offeror completed, including a statement of the total dollar value of this work:

Work consisted of rehabilitating MSD sewers by doing various repairs including void repairs, external chemical grouting, cement grouting of voids, replacement of lateral sewers, repair of lateral sewer connections, interior sealing of manholes, reinforced concrete invert, reinforced shotcrete liners (10 inch), shotcrete mortar protection, bypass pumping, sewer pipe (12, 15, 18 and 24 inch) and protection and restoration of site. Total final contract amount of \$8,910.741.88

PAST PERFORMANCE QUESTIONNAIRE

Note: The past performance questionnaire consists of a total of five (5) pages.

CONTRACT INFORMATION (Offeror to complete Blocks 1-4)**1. Contractor Information**

Firm Name: SAK Construction LLC

CAGE Code: 58HU5

Address: 864 Hoff Road, O'Fallon MO 63366

DUNs Number: 019742368

Phone Number: 636-385-1000

Email Address: bhirtz@sakcon.com

Point of Contact: Boyd Hirtz

Contact Phone Number: 636-385-1013

2. Work Performed as:
(Explain)
☒ Prime Contractor
 ☐ Sub Contractor
 ☐ Joint Venture
 ☐ Other

Percent of project work performed: 98%

If Sub-Contractor, who was the prime (Name/Phone #): N/A

3. Contract Information

Contract Number: W912P9-14-D-0526

Delivery/Task Order Number (if applicable):

 Contract Type:
 ☒ Firm Fixed Price
 ☐ Cost Reimbursement
 ☒ Other (Please specify) Unit Price

Contract Title: Old Mill Creek, Phase 3 14th to 2nd Street

Contract Location: St. Louis MO

Award Date (mm/dd/yy): 09/15/14

Contract Completion Date (mm/dd/yy): 04/18/18

Actual Completion Date (mm/dd/yy): 04/18/18

Explain Differences:

Project was completed prior to the adjusted completion date

Original Contract Price: \$ 9,179,755.00

Final Contract Price (to include all modifications, if applicable): \$ 8,910,741.88

Explain Differences:

Predominately quantity adjustments were made.

4. Project Description:

Complexity of Work ☒ High ☐ Med ☐ Routine

How is this project relevant to project of submission? (Please provide details such as similar equipment, requirements, conditions, etc.)

This project was for a combined sewer similar to this solicitation only larger in size. The equipment and material to be used on this project are slightly different but comparable (geopolymer vs. cementitious shotcrete/concrete). The work processes (QA/QC, pipe preparatory work, flow bypassing/handling, etc) for the products are much alike.

CLIENT INFORMATION (Client to complete Blocks 5-8)

5. Client Information

Name: Evan Taylor

Title: Area Engineer

Phone Number: 314-331-8631

Email Address: evan.s.taylor@usace.army.mil

6. Describe the client's role in the project:

Worked as project engineer and COR for USACE. Project sponsor was St. Louis MSD.

7. Date Questionnaire was completed (mm/dd/yy):

04/04/19

8. Client's Signature:

NOTE: THE GOVERNMENT REQUESTS THAT THE CLIENT COMPLETES THIS QUESTIONNAIRE AND SUBMITS DIRECTLY BACK TO THE OFFEROR. THE OFFEROR WILL SUBMIT THE COMPLETED QUESTIONNAIRE TO USACE WITH THEIR PROPOSAL, AND MAY DUPLICATE THIS QUESTIONNAIRE FOR FUTURE SUBMISSION ON USACE SOLICITATIONS. CLIENTS ARE HIGHLY ENCOURAGED TO SUBMIT QUESTIONNAIRES DIRECTLY TO THE OFFEROR. THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ANY AND ALL INFORMATION ON THIS FORM.

*ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT YOUR
EVALUATION OF THE CONTRACTOR'S PERFORMANCE*

RATING	DEFINITION	NOTE
(E) Exceptional	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the Contractor was highly effective.	An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
(VG) Very Good	Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the Contractor were effective.	A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.
(S) Satisfactory	Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the Contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the Contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that Contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
(M) Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the Contractor has not yet identified corrective actions. The Contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal is appropriate when a significant event occurred that the Contractor had trouble overcoming which impacted the Government/Owner.
(U) Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the Contractor's corrective actions appear or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the Contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
(N) Not Applicable	No information or did not apply to your contract	Rating will be neither positive nor negative.

TO BE COMPLETED BY CLIENT

PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.

1. QUALITY:	
a) Quality of technical data/report preparation efforts	E <u>VG</u> S M U N
b) Ability to meet quality standards specified for technical performance	E <u>VG</u> S M U N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E <u>VG</u> S M U N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E <u>VG</u> S M U N
2. SCHEDULE/TIMELINESS OF PERFORMANCE:	
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. <i>(If liquidated damages were assessed or the schedule was not met, please address below)</i>	<u>E</u> VG S M U N
b) Rate the Contractor's use of available resources to accomplish tasks identified in the contract	<u>E</u> VG S M U N
3. CUSTOMER SATISFACTION:	
a) To what extent were the end users satisfied with the project?	<u>E</u> VG S M U N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	<u>E</u> VG S M U N
c) To what extent was the Contractor cooperative, businesslike, and concerned with the interests of the customer?	<u>E</u> VG S M U N
d) Overall customer satisfaction	<u>E</u> VG S M U N
4. MANAGEMENT/PERSONNEL/LABOR	
a) Effectiveness of on-site management, including management of Sub-Contractors, suppliers, materials, and/or labor force?	<u>E</u> VG S M U N
b) Ability to hire, apply, and retain a qualified workforce to this effort	E <u>VG</u> S M U N
c) Government Property Control	E VG S M U <u>N</u>
d) Knowledge/expertise demonstrated by Contractor personnel	<u>E</u> VG S M U N
e) Utilization of Small Business concerns	E VG S M U <u>N</u>
f) Ability to simultaneously manage multiple projects with multiple disciplines	E VG S M U <u>N</u>
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes	E <u>VG</u> S M U N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E <u>VG</u> S M U N

5. COST/FINANCIAL MANAGEMENT	
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	☒ E VG S M U N
b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	E VG S M U ☒ N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	E VG S M U ☒ N
d) Is the Contractor's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i>	☒ Yes No
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i>	Yes ☒ No
f) Have there been any indications that the Contractor has had any financial problems? <i>If yes, please explain below.</i>	Yes ☒ No
6. SAFETY/SECURITY	
a) To what extent was the Contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	☒ E VG S M U No
b) Contractor complied with all security requirements for the project and personnel security requirements.	E ☒ VG S M U N
7. GENERAL	
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	E ☒ VG S M U N
b) Compliance with contractual terms/provisions (<i>explain if specific issues</i>)	☒ E VG S M U N
c) Would you hire or work with this firm again? (<i>If no, please explain below</i>)	☒ Yes No
d) In summary, provide an overall rating for the work performed by this Contractor.	E ☒ VG S M U N

Contractor performed extremely well and finished 9 months prior to the required contract completion date.

Managed project shutdowns due to high river levels and incremental funding effectively. This was key as

there were several shutdowns lasting for months at a time and laborers would often move to other projects.

Finding individuals willing to work in a live sewer for 10 hours a day was difficult at times, but on-site

management was able to remain productive and finish ahead of schedule. Contractor has a great safety

program and spent significant time providing training to new laborers and government inspectors alike. They

were very proactive with safety which resulted in zero lost time accidents for the project.

(End of Section)



PUBLIC WORKS

WATER POLLUTION CONTROL

ADMINISTRATION

50 MARKET STREET, KANSAS CITY, KANSAS 66118

(913) 573-1300

July 23, 2020

SAK Construction
Attn: Brent Adams
864 Hoff Road
O'Fallon, MO 63366

Re: Critical Pipe Rehabilitation beneath Interstate I-435

Brent,

I would like to formally thank SAK Construction for the successful rehabilitation of the critical 36" pipe that runs beneath Interstate I-435.

This pipe being approximately 1,800 liner feet long and 85' deep underneath Interstate I-435 brought risks and unique challenges. This pipe carried most of the sanitary sewer flows from the Western portion of our service area without any redundancy. To ensure maximum future sewer capacity, the Unified Government (UG) specified CIPP to rehabilitate the pipe. Also, the specifications required the CIPP liner to be continuous the entire 1800' length.

I'd like to thank the SAK's staff for working with our consultants to develop the proper CIPP design criteria and for bringing their extensive knowledge of on-site wet out installations to this project. I'd also like to acknowledge the hard work of the field staff that worked 24/7 Monday through Thursday to install the CIPP liner. Your team accepted and embraced the challenges of this pipe rehabilitation and successfully completed the project.

Again, Thank you for a successful completion of this challenging pipe rehabilitation.

Sincerely,

Joseph W. Barnes
Water Pollution Control - Project Manager

July 2, 2018

Re: Letter of Reference, SAK Construction, LLC

To whom it may concern,

SAK Construction, LLC has been contracted through Citizens Energy Group to provide Pipe Rehabilitation Services since February, 2017. They have performed very well for us, and shown a great deal of flexibility with regard to workload, as we tripled our program in 2017. SAK provided primarily pipe lining services, but also managed a number of subcontractors that provided bypass pumping services, manhole rehab, traffic control and restoration. All of their work has been done to our quality standards, and no project failed to meet our completion dates. SAK has been very easy to work with and they do a good job with public outreach.

Thank you,

A handwritten signature in black ink, appearing to read "Tim Shutt", with a long, sweeping horizontal stroke extending to the right.

Tim Shutt, Supervisor of Construction , Special Projects Group

Wastewater

February 27, 2017

Re: Reference Letter for SAK Construction, LLC.

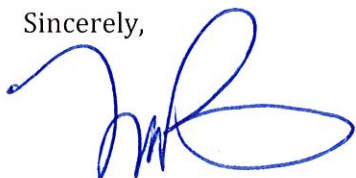
Dear Cary Shaw,

I've had the opportunity to work with SAK Construction since April 23rd, 2009 as Johnson County Wastewaters (JCW) project manager for gravity sewer line rehabilitation projects. Over the past 6-1/2 years SAK has completed 15 authorizations which ranged from rehabilitating pipes 8"-66" in size and packages from one line segment to 60,000 linear foot packages. The work packages JCW authorized to SAK primarily consisted of Cured in Place Pipe (CIPP) sewer rehabilitation, but they also completed slip lining, and manhole rehabilitation work packages. All the authorized work packages have been done in a professional manner and have been completed within the constraints of the contract documents.

SAK works very hard to not only ensure that JCW as the owner is happy, but they also consider the social impact and the residents that may be affected by the sewer rehabilitation. SAK's project manager communicates crew schedules on a weekly basis, accurate monthly pay estimates, and any changed conditions as they are identified. This open and timely communication keeps JCW projects on time and ensures the rehabilitation needs are met for the sanitary sewer collection system.

Please accept my professional reference of SAK Construction, LLC..

Sincerely,



Joseph W. Barnes
Project Manager - Existing Infrastructure of Collection Systems

SUBCONTRACTOR PERFORMANCE ASSESSMENT REPORT					
FT. BLISS WATER SERVICES COMPANY					
1. Subcontractor Name and Address: SAK Construction, LLC 864 Hoff Road O'Fallon, MO 63366		3. Subcontract/Task Order Number: 18607			
		4. Subcontract/Task Order Value: \$1,174,004.96			
		5. Period of Performance Being Assessed: From: 10/3/15 To: 12/18/15			
2. Vendor Number: 53919		6. Report Type: Interim Rating Final Rating X			
7. Subcontractor POC: Brian Ackerman		Phone #:	636 385-1030	E-mail:	backerman@sakon.com
8. Project Title: CIPP Phase II					
9. P/N:		10. RFA:		11. GWO: 212000556	
12. Subcontract Description: Rehabilitation of existing sanitary sewer through cured in place pipe method. The SOW involves cleaning, videotaping and lining approximately 24,000 LF of existing sanitary sewer.					
Evaluate the Following Areas	Previous Score	Weighting Assigned	Rating*	Weighted Score	Current Score
13. Performance of Work		50		100%	50%
a. Compliance with Labor, Environmental and Safety Standards. If LB and contract is => \$600K was 40% subcontracted to SB concerns?		30	100	60%	
b. Minimum disruption to building occupants and base outages properly handled		5	100	10%	
c. Property accountability/loss prevention		5	100	10%	
d. Quality of work (no re-work required)		10	100	20%	
14. Cost Controls		20		100%	20%
a. Services performed for negotiated price without adverse effect on performance		5	100	25%	
b. Reasonable and accurate proposal submitted when additional work was requested		10	100	50%	
c. Property accountability/loss prevention		5	100	25%	
15. Subcontract Management		15		100%	15%
a. Punchlist developed and completed within the required time frame		5	100	33%	
b. No financial difficulties regarding lower tier subcontractors, vendors, labor disputes strikes		5	100	33%	
c. Overall assessment of management effectiveness		5	100	33%	
16. Timeliness and Accuracy of Performance and Reports		15		100%	15%
a. Subcontractor timely in submitting schedules, reports, and billings		5	100	33%	
b. Subcontractor submitted accurate schedules, reports, and billings		5	100	33%	
c. Subcontractor completed work on time taking into account excusable delays		5	100	33%	
Overall Subcontractor Performance Assessment Score					100%

***Explanation for use of scoring sections 13-15 above .** Based on objective scores obtained from the inspections/samplings of the identified processes, enter the numeric scores into the green shaded area (Rating 0-100) corresponding to those processes. (Note, enter only the numeric portion of the score, no symbols. Example...if score is 95.5%, enter only 95.5)

17. Reviewer narrative assessment /comments:

Typed Name and Title of Reviewing Official:

Telephone Number:

Signature:

Date:

18. PTL/Engineer narrative assessment /comments:

SAK completed the proposed scope of work ahead of time of the aggressive schedule while still delivering great quality. SAK represented FBWSC well while dealing with residents affected by construction activities. SAK is highly recommended for future work

Typed Name and Title of Reviewing Official:

Telephone Number:

Ruben Contreras PTL

915 549 2176

Signature:

Date:

5/21/2015

19. Subcontracts Analyst/Administrator narrative assessment /comments:

Subcontractor was very responsive in meeting FBWSC administrative needs and requirements.

Typed Name and Title of Reviewing Official:

Telephone Number:

Pat Hernando, Subcontract Administrator

915-564-1332

Signature:

Date:

5/22/15

Manager of Subcontracts narrative assessment /comments:

The Subcontractor successfully fulfilled all contractual requirements.

Typed Name and Title of Reviewing Official:

Telephone Number:

Rebecca G. Beard, Manager of Subcontracts

910-495-1311

Signature:

Date:

5/26/15

20. Subcontractor narrative assessment /comments:

For reports receiving a total score of 70% or below (Unsatisfactory) or any Safety finding, a 'Corrective and Preventive Action Report' must be included.

Typed Name and Title of Reviewing Official:

Telephone Number:

Signature:

Date:

21. Utility Manager narrative assessment /comments:

Corrective and Preventive Action(s) are approved: ____ Yes ____ No

Typed Name and Title of Reviewing Official:

Telephone Number:

Signature:

Date:

Supplier Performance Assessment Report

Rating Scheme Explanation for 'Performance Level'

Our 'performance level' rating scheme for our Subcontractors reflects these high standards. The ratings are further defined below:

Excellent = 94% to 100%	Contractor initiative is evident by quality and efficiency of work performed. Areas in need of improvement are few and are minor.
Very Good = 86% to 93%	Performance is very effective, efficient and fully responsive to contract requirements. A few deficiencies with little or no adverse effect on overall performance; only minor deficiencies.
Above Average = 78% to 85%	Performance is effective and fully responsive to contract requirements. Few reportable deficiencies with little or no adverse effect on overall performance.
Satisfactory = 71% to 77%	Performance is equivalent to that expected of an average contractor. There are significant areas where performance is below average, but they are partially offset by areas of above average performance. Deficiencies exist with few or no offsetting areas of average or above average performance.
Unsatisfactory = below 71%	Performance does not meet acceptable standards in one or more areas. Remedial action is required in one or more areas; deficiencies exist in one or more areas, which adversely affect overall performance.

Note: To justify an **Unsatisfactory** rating, you should identify multiple significant events in each category that the subcontractor had trouble overcoming and state how it impacted the Government. However, a singular problem could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the subcontractor of the contractual deficiencies (e.g., Management, Quality, Safety, or Environmental Deficiency Reports, or letters).

PROCESS:

1. The Subcontract Analyst/Administrator completes (SA) the header information of the SPAR form and sends to the applicable Project Team Leader (PTL).
2. The PTL enters scoring and narrative comments and forwards to Engineer (if applicable).
3. Engineer enters narrative comments (if applicable) and returns the form to the SA.
4. The SA enters narrative comments and forwards the document to the Manager of Subcontracts (MOS).
5. The MOS enters narrative comments and returns form to the SA.
6. The SA forwards the SPAR form to the Subcontractor and notifies the Subcontractor that if the SPAR has a total score of 70% or below (Unsatisfactory) or any Safety finding, a 'Corrective and Preventive Action Report' must be included with the Subcontractor's response.
7. The Subcontractor enters narrative comments and attaches Corrective and Preventive Action Report (if necessary) and returns to SA.
8. The SPAR and any required attachments are provided to the Utility Manager for review and approval.
9. The Utility Manager (UM) reviews the SPAR and any attachments.
 - a. If a Corrective and Preventive Action Report is attached, the UM reviews and determines if the corrective and preventive actions are acceptable.
 - i. If yes, the UM signs the SPAR and returns the form to the SA.
 - ii. If the corrective and preventive actions are not acceptable the UM indicates such in the narrative comments and the SPAR form and attachment is returned to the Subcontractor for revision until it is accepted.
 - iii. During this time the subcontractor will not receive any new subcontracts until an acceptable corrective and preventive action report is accepted by the UM.
 - b. If there are no attachments, the UM reviews the SPAR, enters narrative comments, and returns the form to the SA.
10. The SA will:
 - a. File the SPAR with the subcontract documents
 - b. Inputs the score into C2G
 - c. Uploads to SharePoint to the subcontract file and to Supplier Performance Assessment in the Qualifications folder.

Reference Inquiry Form – Baltimore County DPW

This side is to be completed by the Reference.

Please base your evaluation on the job indicated and the work classifications checked on the front of this form. Please note that a follow up call will be placed upon receipt of this reference. Please provide your phone extension if applicable.

Both pages are to be returned to Baltimore County directly to Kathy McHenry via email kmchenry@baltimorecountymd.gov. The form cannot be returned to the contractor due to the confidential nature of the rating.

I. Experience & Quality of Work

A.	Experience of Personnel	(Max. 20 Points)	<u>20</u>
B.	Quality of Work	(Max. 20 Points)	<u>20</u>
C.	Ability to Perform	(Max. 20 Points)	<u>20</u>
D.	Timeliness	(Max. 20 Points)	<u>20</u>

II.	Equipment Effectiveness of Operation	(Max. 10 Points)	<u>10</u>
-----	--	------------------	-----------

III.	General Performance (Includes Subcontractors)	(Max. 10 Points)	<u>10</u>
------	---	------------------	-----------

Total Rating: 100

Note: A perfect score on this evaluation is 100 points. Below 60 is unacceptable.

IV. General Comments (Your comments are greatly appreciated)

SAK does great work. The project was delivered on time and at the stated price. There were no change orders or additional cost or attempts to add cost at the end of the project.

Based on my knowledge of the aforementioned firm, I have evaluated their performance in the work classifications(s) they have indicated and rated them in comparison with other contractors performing similar work. I have included in the General Comments section additional information regarding this firm, which may be of assistance in evaluating the quality of their work. It is my understanding that all of the above information supplied here shall be considered **STRICTLY CONFIDENTIAL**.


Signature
Daniel L Woodcock
Printed Name of Person Above
2/17/2016
Date
314-713-4095
Phone Number with Extension

of Missouri - American Water Company
Name of Firm
727 Craig Road,
Address of Firm
Saint Louis MO, 63141
City, State, Zip Code
314-569-3972
Fax Number

Submitted: 2-17-16 via email
-DW

City of Jefferson

Department of Public Works
320 E. McCarty St.
Jefferson City, MO 65101



Carrie Tergin, Mayor

Matthew J. Morasch, P.E., Director
Phone: 573-634-6410
Fax: 573-634-6562

February 17, 2017

RE: Cured-in-Place Pipelining projects by SAK Construction

To Whom it May Concern;

Jefferson City has worked with SAK Construction on multiple contracts over an 8 year period. In that time, they have completed projects well within the contract time, and have demonstrated outstanding communication and problem solving. Any time a personal property issue or change in scope has occurred, SAK has handled the situation well and come up with an equitable resolution for all parties.

Our service area covers the headquarters of the State Regulator. When bypassing around a section of sanitary sewer is required, SAK has performed this in an innovative and reliable method that is protective of the environment.

Jefferson City encourages SAK Construction to bid our projects and would highly recommend them to others.

If you should need further details, feel free to contact me at 573-634-6443 or eseaman@jeffcitymo.org.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric Seaman".

Eric Seaman, P.E.
Wastewater Division Director



To Whom It May Concern:

Re: SAK Construction, LLC

Project: "CIPP Rehabilitation of Hackberry Creek Interceptor Trunk" -- City of Irving, Texas

This letter of recommendation is offered to attest to the integrity and professionalism exhibited by the manager, superintendent and crew of SAK Construction in the execution of the subject project.

All City of Irving personnel associated with the project were pleased with the results of the work and the prosecution thereof. In order to allow TV inspection of the pipes, the first task undertaken was cleaning out voluminous accumulation of debris in the interceptor and three associated siphons, a significant portion of the project -- not a primary function of SAK Construction. Through perseverance and determination, this arduous work was done effectively and efficiently.

The on-site manager suggested a change to the design of a siphon vault that improved the facility, simplified the work and reduced project cost. In short, it was a positive cost-saving measure, appreciated by the entire project team.

To SAK's credit, the work site was kept relatively neat and clean. No debris was allowed to enter the adjoining water bodies and the environmental restrictions were respected. The crews were considerate of local traffic and no safety violations were noted. Best management practices were evident and in force throughout the project term.

In general and overall, we rated SAK's performance as excellent. We will certainly welcome the company's participation in future projects and we recommend their services when cured-in-place pipe (CIPP) liners are desired.

Sincerely,

Wayne E. Lee, P.E.
City Engineer



"Over 60 Years of Quality Service"

February 15, 2016

Mr. Anthony Aderhold
SAK Construction, LLC
864 Hoff Road
O'Fallon, MO 63366

RE: P66 Wood River Refinery Wood Stave Lining Project

Dear Mr. Aderhold,

I like to reach out to Management of new companies that we work with, when a safe and successful job is completed. Your work was performed in extreme conditions, under a tight timeframe, while following excessive permitting and safe work regulations. We appreciate your crews' willingness to discuss, communicate, and adhere to our request. It was obvious that your company expects the same goals that we demand, which are sending everyone home in the condition they showed up in while delivering exceptional quality work. It was a pleasure doing business with you.

Sam Walter
WCI Site Manager
P66 Wood River Refinery
Sam.walter@widmanconstruction.com
Office 255-2288 cell 618-779-3128



CITY OF ORLANDO

TO: Clayton Washburn – General Manager, Southeast Region

FROM: Robert W. Faris, Construction Inspector III

DATE: July 7, 2016

SUBJECT: SAK's workmanship on the L.B. McLeod Rd CIPP Lining Project

Clayton,

I wanted to tell you what a great job SAK performed for the City of Orlando on the L.B. McLeod Rd. project. It was a pleasure to work with professionals that understand all aspects of what it takes to put a successful project together. In my line of work, I encounter more contractors that try cutting corners by not meeting the design specifications and/or compromising on safety to make a dollar. I am pleased to say that this project was handled by two professionals in the trade.

Leo Calvario, the Project Manager, was always on top of any issues that arose during construction. Leo was quick to resolve problems, mobilized support personal as needed, and provided excellent documentation to support change orders and/or quotes. He handled a lot of adversity on this particular project, which was of no fault to SAK's execution of the designed plans. Leo is an excellent example of how a Project Manager should operate.

Brad Schenning, the Superintendent, is one of the best I have encountered during the 34 years that I have worked for the City of Orlando. He has great "Can Do" and "Get it Done" attitude. I have had the pleasure of working with him on several jobs now, and first-hand how supervising is a lot more than directing someone to do something. Brad is hands-on and leads by example in the field. He knows the trade, manages crews well, and never lets problems become the client's problem. He spends a great deal of time getting to know the work site and current conditions so he can plan the CIPP installations properly and be a smooth operation.

It is my hope that SAK continues to bid and work on projects with the City of Orlando.

TAHOE-TRUCKEE SANITATION AGENCY



A Public Agency
13720 Butterfield Drive
TRUCKEE, CALIFORNIA 96161
(530) 587-2525 • FAX (530) 587-5840

Directors

O.R. Butterfield
Dale Cox
Erik Henrikson
S. Lane Lewis
Jon Northrop

General Manager
Marcia A. Beals

26 January 2015

Mr. Boyd Hirtz
SAK Construction, LLC
864 Hoff Road
O'Fallon, MO 63366

RE: 2014 Truckee River Interceptor Rehabilitation Project (TRIRP)

Dear Mr. Hirtz

I would like to take this opportunity to compliment SAK Construction, LLC, and their subcontractors, Munson Pump Services and Almendariz Consulting, Inc. on the quality of their work and the professionalism with which they performed their work on the recently completed TRIRP project.

This project involved numerous stakeholders and regulatory agencies and had to be completed in a very tight timeframe. SAK and its subcontractors were very responsive to the environmental sensitivity of completing such a project in such close proximity to the Truckee River in the North Lake Tahoe area; were cognizant of the interests and concerns of various business and home owners affected by the project; were quick to respond to unforeseen challenges when called upon with short notice; assigned highly qualified, professional staff to the project, and ultimately produced a superior work product.

It was a pleasure to work with you.

Sincerely,

Marcia A. Beals
General Manager

MAB:ct

cc: Mr. Joe Feuerborn, SAK Construction, LLC
Mr. Jason Munson, Munson Pump Services
Mr. Eric Russo, Almendariz Consulting

Anderson-Cottonwood Irrigation District

Brenda Haynes, President
Audie Butcher, Vice President
Robert Blankenship, Director

2810 Silver Street, Anderson, Ca. 96007
(530) 365-7329 – Fax: (530) 365-7623
www.andersoncottonwoodirrigationdistrict.org

Duane Miller, Director
Kayle Spoon, Director
Stan Wangberg, GM/Sec

December 17, 2015

Mr. Ryan Broyles
Operations Manager West - Rehab Division
SAK Construction
4253 Duluth Avenue
Rocklin, California 95765

Dear Mr. Broyles:

The Board of Directors and management of Anderson-Cottonwood Irrigation District would like to express our sincere appreciation for SAK's performance during implementation of our recent Clear Creek siphon rehabilitation project.

You and your colleagues and crew did an excellent job throughout this important and very difficult project and delivered an excellent work product. For the District, the successful repairs to the minor pipelines at Laterals 35 and 37 were an added bonus to completion of the Clear Creek job, and we sincerely appreciate your willingness to address these pipelines while you were in the area.

Thank you for your efforts and we look forward to the possibility of teaming up with SAK in the future.

Sincerely,


Brenda Haynes, President


Stan Wangberg, General Manager



DENVER
THE MILE HIGH CITY

Department of Public Works
Engineering Division
Wastewater Capital Projects Management

2000 West Third Avenue
Denver, CO 80223
www.denvergov.org/PublicWorks

March 17, 2011

MEMORANDUM

TO: Christine Downs, Debra Baca, Daelene Mix, Justin Schmitz, Mark Lomax, Rene Padilla, Borlande Robertson, Kevin Smolka, Donald Eva, Pam Babjack, Tim Cullen, Ricky Laws, Ken Magee, Rand Peterson and David Shaw

FROM: Rick Zimmat, Project Manager

SUBJECT: 17th & Colorado Blvd. Closure and Critical Sanitary Sewer Rehabilitation

I'd like to thank everyone for job well done! I appreciate everyone's patience and diligence in formulating and implementing a very successful plan. Christine Downs, Debra Baca and Daelene Mix did a great job with the public outreach. Justin Schmitz, Mark Lomax and Renee Padilla fine tuned the detour plans that kept traffic moving around this massive closure without a single complaint. American Sign company expertly executed the traffic control plans and kept traffic moving smoothly through the very large, high volume detour utilizing Detective Kevin Smolka's expert UTC staff. SAK Construction with Maverick Pump Services and Spectrashield Liner Systems accomplished all our goals working around the clock to successfully complete badly needed repairs to 1000 linear feet of 27" sanitary sewer main, 1000lf of 10 and 8 inch sewer main, as well as associated manholes, in one of the busiest intersections in Denver. Pam Babjack and the WCPM project inspectors Tim Cullen, Ricky Laws, Ken Magee, Rand Peterson, and Dave Shaw worked tirelessly around the clock to ensure public safety and a high quality repair.

All of your collective efforts made these necessary repairs both successful and cost effective, while greatly improving the public's safety. Thank you!



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Tuesday, September 28, 2021** at 12:15 a.m. Eastern Time. Please [contact NSF](#) to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsComponents/Listings.asp?Company=0L190&Standard=061&>

NSF/ANSI/CAN 61 Drinking Water System Components - Health Effects

NOTE: Unless otherwise indicated for Materials, Certification is only for the Water Contact Material shown in the Listing. Click here for a list of [Abbreviations used in these Listings](#). Click here for the definitions of [Water Contact Temperatures denoted in these Listings](#).

Sanexen Environmental Services Inc.

9935, de Châteauneuf
Entrance 1 - Bureau 200
Brossard, QC J4Z 3V4
Canada
800-263-7870
450-652-9990

Facility : Brossard, Québec, Canada

Protective (Barrier) Materials

Trade Designation	Water Contact Size Restriction	Water Contact Temp	Water Contact Material
Pipe Liner - Immediate Return to Service [G]			
ALTRA 10[1] [4]	6" - 12"	CLD 23	MLTPL

ALTRA 10X[1] [3]	>= 4"	CLD 23	MLTPL
ALTRA2[1] [2]	>= 14"	CLD 23	MLTPL
Aqua-Pipe 14+[1] [2]	>= 14"	CLD 23	MLTPL
Aqua-Pipe EX[1] [3]	>= 4"	CLD 23	MLTPL
Aqua-Pipe PU[1] [4]	6" - 12"	CLD 23	MLTPL

[1] Evaluated for Immediate Return to Service.

[2] This product requires the following cure time, temperature, and flush:

Day 1: Cure at 65° C and 25 psi water pressure for 2 hours when using APH01 or for 4 hours when using APH02, followed by a cool-down period of 18 hours at ambient temperature.

Day 2: Flush at 2.8 liters per minute for 24 hours at ambient temperature.

Day 3: Cure for 24 hours at ambient temperature.

[3] This product requires the following cure time, temperature, and flush:

Day 1: Cure 30 minutes [APR01 and APH01 system] at 65° C and 25 psi water pressure, then a cool-down period for 18 hours at ambient temperature.

Day 2: Flush at 2.8 liters per minute for 24 hours at ambient temperature.

Day 3: Cure for 24 hours at ambient temperature.

[4] This product requires the following cure time, temperature, and flush:

Day 1: Cure 30 minutes [APR01 and APH01 system] or 4 hours [APR01 and APH02 system] at 65°C and 25 psi water pressure, then a cool-down period for 18 hours at ambient temperature.

Day 2: Flush at 2.8 liters per minute for 24 hours at ambient temperature

Day 3: Cure for 24 hours at ambient temperature

[G] Product is Certified to NSF/ANSI 372 and conforms with the lead content requirements for "lead free" plumbing as defined by California, Vermont, Maryland, and Louisiana state laws and the U.S. Safe Drinking Water Act.

Number of matching Manufacturers is 1

Number of matching Products is 6

Processing time was 0 seconds



Marsh & McLennan Agency LLC
825 Maryville Centre Drive, Suite 200
St. Louis, MO 63017
+1 314 594 2700
MarshMMA.com

July 13, 2021

Attn: Harry Miller
SAK Construction, LLC
864 Hoff Road
O'Fallon, MO 63366

RE: SAK Construction, LLC
Workers' Compensation Experience Modification

Dear Harry:

Your Experience Modification Rating Factor for the past three years is as follows:

Effective 8-2-2021 .58

Effective 8-2-2020 .54

Effective 8-2-2019 .56

Sincerely,

A handwritten signature in cursive script that reads "Diane Stiehl".

Diane M. Stiehl, CISR
Senior Account Manager

SAK Construction Safety Record Form

SAK Construction
864 Hoff Road
O'Fallon, MO 63366
Telephone: 636-385-1000
Fax: 636-385-1100



Prepared by/title: Harry Miller, Safety Director

Date prepared: 1/20/2021

Experience Modification Rates (EMR)

<u>Year</u>	<u>Experience Modification Rate (EMR)</u>
2010-2011	0.97
2011-2012	0.80
2012-2013	0.76
2013-2014	0.77
2014-2015	0.70
2015-2016	0.65
2016-2017	0.61
2017-2018	0.53
2018-2019	0.54
2019-2020	0.56

OSHA Incidence Rates

<u>Year</u>	<u>Total Recordable Incidents</u>	<u>Total Hours Worked</u>	<u>OSHA Incidence Rate(RIR)</u>
2009	5	191,456.26	5.2
2010	7	343,552.61	4.1
2011	16	520,464.03	6.1
2012	10	559,513.91	3.6
2013	12	612,328.92	3.9
2014	11	680,335.32	3.2
2015	13	749,758	3.5
2016	10	899,379	2.2
2017	12	956,649	2.5
2018	7	1,018,297	1.4
2019	11	1,084,999	2.0
2020	9	1,071,038	1.7

DART- Days Away, and Restricted or Transferred

<u>Year</u>	<u>DART Cases</u>	<u>Total Hours Worked</u>	<u>DART Incidence Rate</u>
2009	2	191,456.26	2.1
2010	5	343,552.61	2.9
2011	13	520,464.03	5.0
2012	6	559,513.91	2.1
2013	7	612,328.92	2.3
2014	6	680,335.32	1.8
2015	6	749,758	1.6
2016	3	899,379	0.7
2017	11	956,649	2.3
2018	2	1,018,297	0.4
2019	2	1,084,999	0.4
2020	5	1,071,038	0.9

Lost Workday Cases

<u>Year</u>	<u>LWD Cases</u>	<u>Total Hours Worked</u>	<u>LWD Incident Rate</u>
2009	0	191,456.26	0.00
2010	1	343,552.61	0.58
2011	7	520,464.03	2.69
2012	1	559,513.91	0.36
2013	4	612,328.92	1.31
2014	2	680,335.32	0.59
2015	2	749,758	0.53
2016	3	899,379	0.67
2017	4	956,649	0.84
2018	0	1,018,297	0.00
2019	1	1,084,999	0.18
2020	5	1,071,038	0.93

Incident Rates are Calculated using this formula: # Cases X 200,000 / Man Hours Worked

SAFETY AND ACCIDENT PREVENTION PLAN

Jerry Shaw
President



SAKTM

Pipeline Infrastructure. Solved.TM

SAFETY AND ACCIDENT PREVENTION PLAN TABLE OF CONTENTS

Health & Safety Commitment

Tunnels, Shafts and Blasting Procedures

Respiratory Protection Program

Inspections

Lockout/Tagout – Energy Control Program

Accident Reporting and Investigation Plan

Confined Space Entry Program

Ventilation Compliance Program

Electrical Safety Plan

Hot Work Permit Program

Fire Protection and Prevention

Hazard Communications Program (HAZCOM)

Fall Protection Plan

Personal Protective Equipment (PPE) Program

Trench & Excavation Program

Appendixes

1. Safety Enforcement Procedures
2. Safety Recognition Program
3. Code of Safe Practices
4. Cell Phone Policy
5. Drug Free Workplace and Substance Abuse Policy
6. DOT Substance Abuse and Alcohol Misuse
7. Tunnel Evacuation Procedures
8. Accident Reporting Procedures
9. Backing Techniques
10. Hazardous Materials Emergency Action Plan



HEALTH & SAFETY COMMITMENT

SAK Construction, LLC is committed to providing a safe and healthy workplace for all our employees.

SAK Construction, LLC will strive to comply with all relevant government regulations regarding personal health and safety. We will encourage good safety habits in every aspect of our Company's activities by maintaining an effective accident prevention program. This program will provide training and control exposure to hazardous situations both on the jobsite and at home. In every activity of our business, we expect a commitment to safety and active participation of every employee in our comprehensive safety effort.

In all our activities, the health and safety of our people is not to be compromised or placed at risk for any reason.

A handwritten signature in black ink, appearing to read "Jerry P. Shaw".

Jerry P. Shaw

President

SAK Construction, LLC

Employee Signature

TAB 5 - VALUE ADD

Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

VALUE – ADD

SAK's Shotcreting Process:

The shotcreting process involves using air pressure to spray wet or dry concrete at a velocity sufficient to make the sprayed material adhere to targeted surfaces. Because shotcrete adheres well to varying types of surfaces, SAK frequently uses it in tunnel construction and pipe installation, sewer rehabilitation and repair, soil stabilization, and temporary or permanent excavation support.

Another key use for shotcrete is in the repair of the aging culverts that are common throughout many parts of the U.S. Many culverts are constructed from galvanized steel that rusts and deteriorates with time. Unattended, these culverts may fail and collapse, with potentially devastating consequences to the community. By appropriately applying shotcrete to a deteriorated culvert, SAK can increase its dependability and strength, with minimal restrictions to flow volumes.

SAK's SPR Process:

SPR is a spiral, machine wound pipe renewal process in which a co-extruded, interlocking PVC profile strip is wound to form a new pipe inside the host pipe, which is then grouted in place. SPR provides a customer structural solution for deteriorating pipelines 60-inches in diameter and larger, regardless of whether the host pipe is round, arch, box, oval, or another shape. The process allows for the rehabilitation of difficult to access large diameter pipes with little to no excavation, and a very small worksite footprint above ground. The smooth interior of the new PVC pipe allows SAK to give clients enhanced flow characteristics that provide flow capacity equal to or greater than the old host pipe.

SAK's Semi-Trenchless Large Diameter Sliplining:

SAK's large diameter sliplining process is semi-trenchless, requiring only minimal excavation for installation of access pits at insertion locations and smaller shafts or excavations for reinstatement of lateral connections.

SAK uses several different types of pipe material to slipline large diameter liner pipe into deteriorated host pipe. The materials and processes used vary, and generally depend on the specific needs of a project. Generally, the process involves using hydraulic jacks in an insertion pit to push a new, factory-made pipe into place. Sliplining is completed "train-style," one section at a time, until the entire line segment is completely laid out. Finally, the annular space remaining between the host pipe and the sliplined pipe is grouted using a low strength, cement-like material. This locks the new pipe in place and eliminates the annular space.

Large diameter sliplining often provides cost-effective solutions to pipeline problems when slightly reduced pipe diameter is not a concern. Another major benefit of sliplining is that it can usually be done without bypass pumping or diverting an existing live flow from the line. Interceptor pipelines in heavily congested areas or difficult-to-dig locations are ideal candidates for large diameter sliplining.

SAK's Large Diameter Tunnel Boring Capabilities:

Large diameter tunneling, which is suitable for any soil condition, accommodates a wide size and scope of projects, and is often required for sewer line, water line or storm drain installation; it is also utilized for other types of projects that exceed the capabilities of auger-boring equipment and conventional open-trench construction.

SAK Construction has the expertise and equipment to handle large diameter tunneling needs for installing water, wastewater and stormwater pipelines, from 4-foot diameter to 32 foot arch-shaped SEM Tunnels. SAK has the ability to perform "soft-ground" tunneling, "soft-rock" or "hard-rock" tunneling, utilizing one of our many tunnel boring machines. Additionally, SAK has the expertise to construct "hand-mined" tunnels in many different soil types for starter tunnels, tail tunnels, utility tunnels, road crossing tunnels, and connecting tunnels for structures.

Appendix C
ADDITIONAL REQUIRED DOCUMENTS

- DOC #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy
- DOC #2 Antitrust Certification Statements (Tex. Government Code § 2155.005)
- DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
- DOC #4 Texas Government Code 2270 Verification Form
- DOC #5 Felony Conviction Notification

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- ☒ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- ☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

9/22/2021

Date



Authorized Signature & Title, Boyd Hirtz, President

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company

SAK Construction, LLC

Contact


Signature

Boyd Hirtz

Printed Name

President

Position with Company

Address

864 Hoff Road

O'Fallon, MO 63366

**Official
Authorizing
Proposal**


Signature

Boyd Hirtz

Printed Name

President

Position with Company

Phone

636.385.1000

Fax

636.385.1100

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:

https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2021-804412

Date Filed:
09/21/2021

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

SAK Construction, LLC
O'Fallon, MO United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Region 4 Education Service Center

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

22-04
Trenchless Technology Rehabilitation and Related Products and Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Kalishman, Thomas	O'Fallon, MO United States	X	
	Affholder, Robert	O'Fallon, MO United States	X	
	Shaw, Jr. , Jerome	O'Fallon, MO United States	X	
	Hirtz, Boyd	O'Fallon, MO United States		X
	Archibald, Roger	O'Fallon, MO United States		X

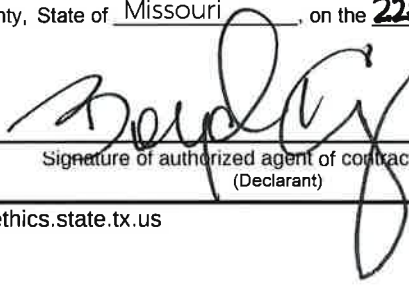
5 Check only if there is NO Interested Party.☐**6 UNSWORN DECLARATION**

My name is Boyd Hirtz, and my date of birth is 12/25/1962.

My address is 20 Hoffman Hills Dr., Wentzville, MO, 63385, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in St. Charles County, State of Missouri, on the 22nd day of September, 2021.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Boyd Hirtz, as an authorized representative of

SAK Construction, LLC, a contractor engaged by

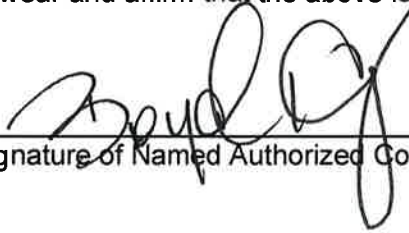
Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.


Signature of Named Authorized Company Representative

9/22/2021
Date

FELONY CONVICTION NOTIFICATION

Section 44.034, Texas Education Code, 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."

This Notice is Not Required of a Publicly-Held Corporation

CRIMINAL HISTORY REVIEW OF CONTRACTOR EMPLOYEES

Offeror shall review §22.0834, Texas Education Code and 19 Texas Administrative Code §§153.1101 and 153.1117 regarding criminal history checks of school contractor employees. The rules define continuing duties related to contracted services, direct contact with students, covered contract employee and other relevant terms within the statute.

Except as otherwise provided herein, Offeror will obtain and certify in writing, before work begins, that the Offeror has received all criminal history record information that relates to an employee, applicant, agent or Subcontractor of the Offeror/Contractor or Subcontractor, if the person has or will have continuing duties related to the contracted services, and the duties are or will be performed on Region 4 ESC's, or Participating Public Agency as applicable to the Texas Education Code, property where students are regularly present or at another location where students are regularly present. Awarded Offer(s) shall assume all expenses associated with the background checks and shall immediately remove any employee or agency who was convicted of, receive probation for, or received deferred adjudication for any felony as outlined below or any misdemeanor involving moral turpitude, from Region 4 ESC's property or other location where students are regularly present.

Offeror/Contractor or sub-contractors may not work on Region 4 ESC's, or Participating Public Agency where the Texas Education Code may be applicable, property where students are present when they have been convicted, received probation, or deferred adjudication for the following felony offenses:

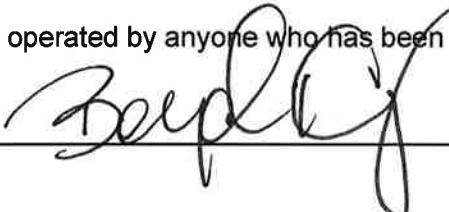
1. Any offense against a person who was, at the time the offense occurred, under 18 years of age or enrolled at a public school;
2. Any sex offense;
3. Any crimes against persons involving:

- a. Controlled substances; or
 - b. Property; or
4. Any other offense Region 4 ESC, or Participating Public Agency where the Texas Education Code may be applicable, believes might compromise the safety of students, employees or property.

I, Boyd Hirtz, as an authorized representative of

SAK Construction, LLC, the Offeror verify that:

A. My company is **not** owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official:  Date: 9/22/2021

B. My company is **owned** or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): N/A

Details of Conviction(s) : N/A

Date: N/A

C. My company is a **publicly held** corporate, therefore, this reporting requirement is not applicable.

Signature of Company Official: N/A Date:



7145 West Tidwell Road ~ Houston, Texas 77092

(713)-462-7708

www.esc4.net

NOTICE TO OFFEROR

Solicitation Number 22-04

Request for Proposal (“RFP”)

By

Region 4 Education Service Center (“ESC”)

for

Trenchless Technology Rehabilitation and Related Products and Services

SUBMITTAL DEADLINE: Tuesday October 5, 2021, 2:00 PM CENTRAL TIME

Questions regarding this RFP must be submitted in writing to Crystal Wallace, Business Operations Specialist, at questions@esc4.net no later than September 10, 2021. All questions and answers will be posted to <https://www.esc4.net/services/purchasing/region-4-omnia-solicitations>. Offerors are responsible for viewing the website to review all questions and answers prior to submitting proposals. Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

Proposals must be sealed, prominently marked with the RFP solicitation number, RFP title, RFP opening time/date and name of Offeror. Submissions must be received by the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092 no later than 2:00 p.m. central time. Proposals received prior to the submittal deadline will be time-stamped upon receipt and kept secure and unopened. At the submittal deadline, Region 4 ESC will collect all proposals received before the deadline in the room designated for the proposal opening. Proposals will be opened and recorded publicly. Any proposal received later than the specified time, whether delivered in person, courier or mailed, will not be considered. Late proposals will be returned to sender unopened.

VIRTUAL NON-MANDATORY PRE-PROPOSAL CONFERENCE

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Business Operations Specialist, which will be held on September 9, 2021 at 2:00 pm virtually. To attend the conference, potential Offeror must notify Crystal Wallace, Business Operations Specialist, at cwallace@esc4.net, by September 8, 2021. 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 in order to prevent any misunderstanding of Region 4 ESC's position. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to Region 4 ESC at this conference. Region 4 ESC 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.

Publication Date: August 26, 2021

I. SCOPE OF WORK

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Trenchless Technology Rehabilitation and Related Products and Services. Techniques for Trenchless Technology Rehabilitation may use sliplining, spot repair, or other techniques to repair or maintain existing structures without needing to replace or reconstruct infrastructures; however, Offerors are not limited to only provide these type of techniques or services. Region 4 ESC is seeking a provider that has the depth, breadth and quality of resources necessary to complete all phases of the Contract. Awarded Offeror(s) shall deliver products and services under the terms of this agreement. While this solicitation specifically covers Trenchless Technology Rehabilitation and Related Products and Services, each awarded Offeror may offer their complete services and/or product offerings, or balance of line. Region 4 ESC reserves the right to accept or reject any or all balance of line items offered. Offerors are encouraged to highlight the following:

- Cured-In-Place Pipe (CIPP) Reconstruction of Sewers,
- Cured-In-Place Pipe (CIPP) Renewal of Potable Water Mains,
- Pipe-bursting with HDPE for Sewer Lines,
- Polyethylene (PE) Sewer Pipe Slip-lining,
- Manhole Rehabilitation,
- Gravity Sewer CIPP Lateral Renewal System

Region 4 ESC is an education service center established by the Texas Legislature in 1967 to assist school districts and charter schools in improving efficiencies. Region 4 ESC directly serves a seven-county area comprised of 48 public school districts and 40 open-enrollment charter schools, representing more than 1.2 million students, 101,000 educators and 1,500 campuses. Through cooperative contracts Region 4 ESC extends the opportunity to operate more efficiently and economically to agencies nationwide through OMNIA Partners (see below).

The Contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although the awarded Offeror(s) may restrict sales to certain public units (for example, state agencies or local government units), any proposal that prohibits sales from being made to public school districts may not be considered. Sales without restriction are preferred. These types of contracts are commonly referred to as being "piggybackable."

NATIONAL CONTRACT

Region 4 ESC, as the Principal Procurement Agency, defined in APPENDIX D, 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. Region 4 ESC 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

APPENDIX D, or as otherwise agreed to. APPENDIX D 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 Offeror, OMNIA Partners provides marketing and administrative support for the Offeror that directly promotes the Offeror'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 Offeror benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Offeror's need to respond to additional competitive solicitations. As such, the Offeror must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Offeror and respond to the OMNIA Partners documents (APPENDIX D).

While no minimum volume is guaranteed to the Contractor, the estimated annual volume of Trenchless Technology Rehabilitation and Related Products and Services purchased under the Master Agreement through OMNIA Partners is approximately \$50M. This projection is based on the current annual volumes among Region 4 ESC, 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.

SPECIAL OFFERS/PROMOTIONS

In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer Participating Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.

CUSTOMER SUPPORT

Contractor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff and Participating Agencies. Contractor shall respond to such requests within one (1) working day after receipt of the request.

II.CALENDAR OF EVENTS (ALL DATES ARE TENTATIVE AND SUBJECT TO CHANGE):

Event

Issue RFP
Pre-proposal Conference
Deadline for receipt of questions via email
Issue Addenda (if required)
Proposal Due Date
Approval from Region 4 ESC
Contract Effective Date

Date

August 26, 2021
September 9, 2021
September 10, 2021
September 16, 2021
October 5, 2021
February 22, 2022
May 1, 2022

III. INSTRUCTIONS TO OFFERORS

1. Key Definitions

Contract: The legal agreement executed between Region 4 ESC and the awarded Offeror. A draft of the Contract is provided as Appendix A.

Contractor: Any provider or seller of goods or services who, as a result of the competitive solicitation process, is awarded a Contract by Region 4 ESC.

Days: calendar days

Offeror: A supplier submitting a proposal in response to a solicitation.

2. Inquiries and Discrepancies: Questions regarding this solicitation must be submitted in writing to Crystal Wallace, Business Operations Specialist, at questions@esc4.net no later than September 10, 2021. All questions and answers will be posted to <https://www.esc4.net/services/purchasing/region-4-omnia-solicitations>. Offerors are responsible for viewing the website to review all questions and answers prior to submitting proposals. Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

3. Restricted and Prohibited Communications with Region 4 ESC: During the period between the date Region 4 ESC issues this RFP and the selection of the Contractor by Region 4 ESC, if any, Offerors shall restrict all contact with Region 4 ESC and direct all questions regarding this RFP, including questions regarding terms and conditions, only to the individual identified above in section "Inquiries and Discrepancies" in the specified manner. Do not contact members of the Board of Directors, other employees of Region 4 ESC or any of Region 4 ESC's agents or administrators. Contact with any of these prohibited individuals after issuance of this RFP and before selection is made, may result in disqualification of the Offeror.

The communications prohibition shall terminate when the Contract is recommended by the administration, considered by the Board of Directors at a noticed public meeting, and the Contract has been awarded. In the event the Board of Directors refers the recommendation back to staff for reconsideration, the communications prohibition shall continue. Additionally, during the time period between the award of the Contract by the Board of Directors and the execution of the Contract, Offerors shall not engage in any prohibited communications as described in this section.

Prohibited communications includes direct contact, discussion, or promotion of any Offeror's response with any member of Region 4 ESC's Board of Directors or employees except for communications with Region 4 ESC's designated representative as set forth in this RFP and only in the course of inquiries, briefings, interviews, or presentations. This prohibition is intended to create a level playing field for all potential Offerors, assure that decisions are made in public, and to protect the integrity of the RFP process. Except as provided in the above stated exceptions, the following communications regarding this RFP are prohibited:

- Communications between a potential Offeror, Offeror, their lobbyist or consultant and any member of Region 4 ESC's Board of Directors;
- Communications between any Region 4 ESC Director and any member of a selection or evaluation committee; and
- Communications between any Region 4 ESC Director and administrator or employee.

The communications prohibition shall not apply to the following:

- Communications with Region 4 ESC's purchasing staff specifically named and authorized to conduct and receive such communications under this RFP or upon the request of Region 4 ESC, with Region 4 ESC's legal counsel; and
- Presentations made to the Board of Directors during any duly noticed public meeting.

Nothing contained herein shall prohibit any person or entity from publicly addressing Region 4 ESC's Board of Directors during any duly noticed public meeting, in accordance with applicable Board policies, on a matter other than this RFP or in connection with a presentation requested by Region 4 ESC's representatives.

4. Current products: Proposals shall be for new materials and equipment in current production and marketed to the general public, education and government agencies at the time the proposal is submitted.
5. Proposal Format: Proposals must contain two (2) electronic copies on flash drives with signed copies of the solicitation. Offeror must also submit two (2) electronic proposals free of proprietary information to be posted, if awarded a Contract. Offerors may also provide two (2) bound and signed original copies of the solicitation, however bound copies are not required.

Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise.

If bound copies are provided, responses must be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of the Offeror's company and the solicitation name and number on both the outside front cover and vertical spine.

Tabs should be used to separate the proposal into sections. The following items identified must be included behind the tabs listed below. Each section should contain both the section of the RFP referenced and the Offeror's response to that section. Offerors failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

Any document requiring appearance before a notary shall be waived until a later date or upon Region 4 ESC request.

6. **Binder Tabs:**

Tab 1 – Draft Contract and Offer and Contract Signature Form (Appendix A)

- a. Terms and Conditions Acceptance Form (Appendix B)

Tab 2 – Products/Pricing

Tab 3 – Performance Capability

- a. OMNIA Partners documents

Tab 4 – Qualification and Experience

- a. References

Tab 5 – Value Add

Tab 6 – Additional Required Documents (Appendix C)

- a. Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy (Appendix C, Doc #1)
 - b. Antitrust Certification Statement (Tex. Government Code § 2155.005) (Appendix C, Doc #2)
 - c. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295) (Appendix C, Doc #3)
 - d. Texas Government Code 2270 Verification Form (Appendix C, Doc #4)
 - e. Felony Conviction Notification (Appendix C, Doc #5)
 - f. Any additional agreements Offeror will require Participating Agencies to sign
7. Additional Agreements: If an Offeror requires additional agreements, a copy of the proposed agreement must be included with the proposal.
8. Open Records Policy: Proposals submitted in response to this RFP become a matter of public record subject to release after Contracts are executed. If an Offeror believes its response, or parts of its response, may be exempt from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance of Region 4 ESC's Open Records Policy" (Appendix C, Doc #1). Any unmarked information will be considered public information and released, if requested under the Public Information Act. Price is not confidential and will not be withheld.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror or Contractor. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information. After completion of award, these documents will be available for public inspection.

9. Disclosures: By signing the Offer and Contract Signature Form, Offeror affirms:
- a) Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this proposal and any subsequent Contract.
- Offerors must include a complete description of any and all relationships that might be considered a conflict of interest in doing business with Region 4 ESC.
- b) To the best of Offeror's knowledge, the proposal has been arrived at independently, and is submitted 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 Offerors or potential Offerors in the award of a Contract resulting from this RFP.

c) Offeror is not currently delinquent in the payment of any franchise taxes.

d) The individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

10. Waiver: By submitting a proposal, Offeror expressly agrees to waive any claim it has or may have against Region 4 ESC, its directors, officers, its trustees, or agents arising out of or in connection with (1) the administration, evaluation, recommendation of any proposal; (2) any requirements under the solicitation, proposal package, or related documents; (3) the rejection of any proposal or any part of any proposal; and/or (4) the award of a Contract, if any.

Region 4 ESC shall not be responsible or liable for any costs incurred by Offerors or the successful Offeror in connection with responding to the RFP, preparing for oral presentations, preparing and submitting a proposal, entering or negotiating the terms of a Contract, or any other expenses incurred by an Offeror. The Offeror is wholly responsible for any such costs and expenses and shall not be reimbursed in any manner by Region 4 ESC.

11. Conditions of Submitting Proposal: Submission of a proposal confers no right on an Offeror to an award or Contract. Region 4 ESC, in its sole discretion and for any reason or no reason, reserves the rights to reject any or all proposals, accept only a part of any proposal, accept the proposal deemed most advantageous to Region 4 ESC, and waive any technicalities. The issuance of this RFP does not obligate Region 4 ESC to make an award or negotiate or execute a Contract. Prior to submission due date and time, Region 4 ESC reserves the right to amend the terms and provisions of the RFP, extend the deadline for submission of proposals, or withdraw the RFP entirely for any reason solely at Region 4 ESC's discretion. A proposal may be rejected if it fails to meet any requirement of this RFP.

12. Mailing of Proposals: All proposals submitted in response to the solicitation must be clearly identified as listed below with the solicitation number, title, name and address of the company responding. All packages must be clearly identified as listed below, sealed and delivered to the Region 4 ESC office no later than the submittal deadline assigned for this solicitation.

From _____

Company _____

Address _____

City, State, Zip _____

Solicitation Name and Number _____ Due Date and Time _____

13. Amendment of Proposal: A proposal may be amended prior to the time of opening by submitting a sealed letter to the location indicated on the front page of this solicitation.

14. Withdrawal of Proposals: Withdrawal of proposals prior to the opening date will be permitted by a written letter or electronic mail from the Offeror. Telephonic or oral withdrawals shall not be considered. After the opening date consideration may be given in cases where Offeror advises that it made a clerical error that is substantially lower than it intended. In such case,

Offeror must provide written notice of their desire to withdraw, along with supporting documents, within 3 business days of receiving the acceptance letter or of being requested by Region 4 ESC for clarification of the proposal, whichever is later. Any Contract entered into prior to Region 4 ESC receiving notice must be honored. No Offeror should assume their withdrawal request has been accepted unless, and until, they receive written acknowledgment and acceptance of their proposal withdrawal.

15. Offer and Acceptance Period: In order to allow for an adequate evaluation, Region 4 ESC requires a proposal in response to this RFP to be valid and irrevocable for one-hundred eighty (180) days after the proposal due date and time.
16. Non-Responsive Proposals: All proposals will be reviewed for responsiveness to the material requirements of the solicitation. A proposal that is not materially responsive shall not be eligible for further consideration for award of the Contract, and the Offeror shall receive notice of the non-award of its proposal.
17. Discussions: Region 4 ESC reserves the right to conduct discussion with Offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify a proposal and assure full understanding of, and responsiveness to, the RFP requirements.
18. Negotiations: In the event Region 4 ESC decides to conduct negotiations, exclusive or concurrent negotiations may be conducted with Offerors reasonably susceptible for award. During the course of negotiations, no Offeror's proposal, including pricing, shall be revealed to any other Offeror or to any other person who is not involved with the evaluation process. Exclusive or concurrent negotiations shall not constitute a Contract award, nor shall it confer any property rights to the successful Offeror. In the event Region 4 ESC deems negotiations are not progressing, Region 4 ESC may formally terminate these negotiations and may enter into subsequent exclusive or concurrent negotiations with the next most qualified Offeror(s). Region 4 ESC reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, Region 4 ESC may determine that interviews are not necessary. In the even the interview process shall be taken into consideration when evaluating the stated criteria. Region 4 ESC shall not reimburse the Offeror for the costs associated with the interview process.
19. Best and Final Offer: Region 4 ESC, in its sole discretion, may request Offerors reasonably susceptible for award to submit a Best and Final Offer. Offerors must submit their Best and Final Offers in writing. If an Offeror does not respond to the request for a Best and Final Offer, that Offeror's most recent prior submission will be considered its Best and Final Offer.
20. Specifications: When a solicitation contains a specification that states no substitutions, no deviation from this requirement will be permitted. Offeror must comply with the true intent of the specifications and drawings and not take advantage of any unintentional error or omission. In cases where no type and kind of product is specified, specifications have been developed to indicate minimal standards as to the usage, materials, and contents based on the needs of the members. References to manufacturer's specifications ("Design Guides"), when used by Region 4 ESC, are to be considered informative to give the Offeror information as to the general style, type and kind requested. Responses proposing goods, materials or equipment regularly produced by a reputable manufacturer shall be evaluated by Region 4 ESC which will, in its sole discretion, determine whether such proposed goods, materials or equipment are substantially equivalent to the Design Guides, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Offerors should include all

documentation required to evaluate whether or not their proposed goods, materials or equipment are substantially equivalent to the Design Guides.

21. Quality of Materials or Services: Offeror shall state the brand name and number of the materials being provided. If none is indicated, it is understood that the Offeror is proposing the exact brand name and number specified or mentioned in the solicitation. However, unless specifically stated otherwise, comparable substitutions will be permitted in cases where the material is equal to that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended.
22. Samples: Upon request, samples shall be furnished, free of cost, within seven (7) days after receiving notice of such request. By submitting the proposal Offeror certifies that all materials conform to all applicable requirements of this solicitation and of those required by law. Offeror agrees to bear the costs for laboratory testing, if results show the sample does not comply with solicitation requirements. Submissions may no longer be considered for failing to submit samples as requested.
23. Formation of Contract: A response to this solicitation is an offer to contract with Region 4 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a Contract until it is awarded by Region 4 ESC. A Contract is formed when Region 4 ESC's board signs the Offer and Contract Signature Form. The signed Offer and Contract Signature Form provided with the RFP response eliminates the need for a formal signing process.
24. Multiple Awards: Region 4 ESC reserves the right to award Contract(s) to multiple Offerors. The decision to award multiple Contracts, award only one Contract, or to make no awards rests solely with Region 4 ESC.
25. Non-Exclusive: Any Contract resulting from this solicitation shall be awarded with the understanding and agreement it is for the sole convenience and benefit of Region 4 ESC. Region 4 ESC reserves the right to obtain like goods and services from other sources.
26. Protest Procedure: Any protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm Central Time. No protest shall lie for a claim that the selected Offeror is not a responsible Offeror. Protests shall be filed with Robert Zingelmann, Chief Financial Officer, Finance and Operations Services, and sent to the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092. Protests shall include the following:
 - a) Name, address and telephone number of protester;
 - b) Original signature of protester or its representative;
 - c) Identification of the solicitation by RFP number;
 - d) Detailed statement of legal and factual grounds including copies of relevant documents;
and
 - e) the form of relief requested.

Any protest review and action shall be considered final with no further formalities being considered.

IV. EVALUATION PROCESS AND CRITERIA

1. A committee will review and evaluate all responses and make a recommendation for award of Contract(s). The recommendation for Contract awards will be based on the predetermined criteria factors outlined in this section, where each factor is assigned a point value based on its importance. In evaluating the responses, the following predetermined criteria is considered:
 - a) Products/Pricing (40 Points)
 - b) Performance Capability (30 Points)
 - c) Qualification and Experience (20 Points)
 - d) Value Add (10 Points)
2. Offeror's proposal should, at a minimum, include the following for Region 4 ESC's evaluation:

a) Products/Pricing

- i. 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.
 - i. 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 Region 4 ESC. For any mobilization or demobilization pricing, Offeror shall indicate the requirements for when/if mobilization or demobilization shall apply.

Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).

- ii. Where and if applicable, Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, they different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories.
 - i. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: *(if applicable)*
 - Manufacturer part #
 - Offeror's Part # (if different from manufacturer part #)
 - Description
 - Manufacturers Suggested List Price and Net Price
 - Net price to Region 4 ESC (including freight)

- Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).
- iii. Is pricing available for all products and services?
 - iv. Describe any additional charges or fees.
 - v. Provide any information regarding warranties for products and/or services.
 - vi. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for volume, growth, annual spend, etc.
 - vii. Describe how customers verify they are receiving Contract pricing.
 - viii. Describe payment methods offered.
 - ix. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.
 - x. Describe how future product introductions will be priced and align with Contract pricing proposed.
 - xi. Provide any additional information relevant to this section.

Federal Funding Pricing

Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be 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 are 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.

Not to Exceed Pricing. Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

b) Performance Capability

- i. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.
- ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners

Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

- iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.
- iv. Describe how Offeror responds to emergency requests.
- v. What is Offeror's average on time delivery for services? Describe Offeror's history of meeting public agencies requirements.
- vi. Describe Offeror's ability to meet service and warranty needs.
- vii. Describe Offeror's customer service/problem resolution process.
- viii. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.
- ix. Describe Offeror's contract implementation/customer transition plan.
- x. Describe the financial condition of Offeror.
- xi. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.
- xii. Describe the Offeror's safety record.
- xiii. If an Offeror requires any additional standard service agreements, provide a copy of the proposed agreement.
- xiv. Provide any additional information relevant to this section.

c) Qualification and Experience

- i. Provide a brief history of the Offeror, including year it was established and corporate office location.
- ii. Describe Offeror's reputation in the marketplace.
- iii. Describe Offeror's reputation of products and services in the marketplace.
- iv. Describe the experience and qualification of key employees.
- v. Describe Offeror's experience working with the government sector.
- vi. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.
- vii. Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.
- viii. Provide a copy of the NSF International certification to NSF/ANSI 61 document for Cure-In-Place Pipe (CIPP) Renewal of Potable Water Mains. Only products with certification by NSF to NSF/ANSI 61 and listed as certified on the NSF website, www.nsf.org, shall be allowed and considered as Cured-In-Place Pipe (CIPP) Renewal of Potable Water Mains products.
- ix. Demonstrate Offeror's safety record and safety procedures, including procedures that cover a Participating Public Agency's employees and members of the public.
- x. Provide any additional information relevant to this section.

d) Value Add

- i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.
3. Competitive Range: It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range will not receive further award consideration. Region 4 ESC may determine establishing a competitive range is not necessary.
4. Past Performance: An Offeror's past performance and actions are relevant in determining whether or not the Offeror is likely to provide quality goods and services; the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP.
5. Additional Investigations: Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror.

APPENDIX A
DRAFT CONTRACT

This Contract ("Contract") is made as of _____, 202X by and between _____ ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of _____ ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R _____ for _____ ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.

The anticipated full term of the contract is five (5) years. The Contractor 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 Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed five years. Any tasks or project

agreements executed against this Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.

- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
 - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region

4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the Contract;
- ii. Providing work or material was not awarded under the Contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by

acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.
- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a

material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name _____

Address _____

City/State/Zip _____

Telephone No. _____

Email Address _____

Printed Name _____

Title _____

Authorized signature _____

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 ESC Authorized Board Member

Date

Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

- ☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

- ☐ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

[illegible]

Appendix C
ADDITIONAL REQUIRED DOCUMENTS

- DOC #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy
- DOC #2 Antitrust Certification Statements (Tex. Government Code § 2155.005)
- DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
- DOC #4 Texas Government Code 2270 Verification Form
- DOC #5 Felony Conviction Notification

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- ☐ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- ☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

Date

Authorized Signature & Title

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company

Contact

Signature

Printed Name

Address

Position with Company

**Official
Authorizing
Proposal**

Signature

Printed Name

Phone

Position with Company

Fax

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:

https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, _____, as an authorized representative of

_____, a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

Signature of Named Authorized Company Representative

Date

FELONY CONVICTION NOTIFICATION

Section 44.034, Texas Education Code, 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.”

This Notice is Not Required of a Publicly-Held Corporation

CRIMINAL HISTORY REVIEW OF CONTRACTOR EMPLOYEES

Offeror shall review §22.0834, Texas Education Code and 19 Texas Administrative Code §§153.1101 and 153.1117 regarding criminal history checks of school contractor employees. The rules define continuing duties related to contracted services, direct contact with students, covered contract employee and other relevant terms within the statute.

Except as otherwise provided herein, Offeror will obtain and certify in writing, before work begins, that the Offeror has received all criminal history record information that relates to an employee, applicant, agent or Subcontractor of the Offeror/Contractor or Subcontractor, if the person has or will have continuing duties related to the contracted services, and the duties are or will be performed on Region 4 ESC's, or Participating Public Agency as applicable to the Texas Education Code, property where students are regularly present or at another location where students are regularly present. Awarded Offer(s) shall assume all expenses associated with the background checks and shall immediately remove any employee or agency who was convicted of, receive probation for, or received deferred adjudication for any felony as outlined below or any misdemeanor involving moral turpitude, from Region 4 ESC's property or other location where students are regularly present.

Offeror/Contractor or sub-contractors may not work on Region 4 ESC's, or Participating Public Agency where the Texas Education Code may be applicable, property where students are present when they have been convicted, received probation, or deferred adjudication for the following felony offenses:

1. Any offense against a person who was, at the time the offense occurred, under 18 years of age or enrolled at a public school;
2. Any sex offense;
3. Any crimes against persons involving:

- a. Controlled substances; or
 - b. Property; or
4. Any other offense Region 4 ESC, or Participating Public Agency where the Texas Education Code may be applicable, believes might compromise the safety of students, employees or property.

I, _____, as an authorized representative of

_____, the Offeror verify that:

A. My company **is not** owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official: _____ Date: _____

B. My company **is owned** or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s) : _____

Date: _____

C. My company is a **publicly held** corporate, therefore, this reporting requirement is not applicable.

Signature of Company Official: _____ Date: _____

Appendix D



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

Exhibit A

Response for National Cooperative Contract

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

Region 4 ESC (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 Sport Surfaces, Installation, and Related Material. 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).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$80M 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, such Participating Public Agency and OMNIA Partners shall 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 (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, 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 an 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 10 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$_____.00 in year one
\$_____.00 in year two
\$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

Exhibit B
Administration Agreement, Example

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 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, credits on returns, rebates and discounts, 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
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

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

Name

Title

Date

Signature

Sarah Vavra

Name

Sr. Vice President, Public Sector
Contracting

Title

Date

Exhibit C
Master Intergovernmental Cooperative Purchasing Agreement, Example

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 and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (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 healthcare 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:**
**NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY
COMMUNITIES PROGRAM
MANAGEMENT, LLC**

Authorized Signature

Signature

Sarah E. Vavra

Name

Name

Sr. Vice President, Public Sector Contracting

Title and Agency Name

Title

Date

Date

Exhibit D
Principal Procurement Agency Certificate, Example

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**"), [NAME OF PPA] 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 [NAME OF PPA] ("**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, [PRINCIPAL PROCUREMENT AGENCY]

Signature

Name

Title

Date

Contract Sales Report submitted electronically in Microsoft Excel:

[illegible]

Exhibit F

Federal Funds Certifications

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302–6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ 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

(K) Prohibition on certain telecommunications and video surveillance services or equipment – Contracts and subgrants expending Federal loan or grant funds shall not: (i) procure or obtain; (ii) extend or renew a contract to procure or obtain; or (iii) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 115-232, section 889, covered telecommunications equipment under Federal Rule (K) include:

(i) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(ii) 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).

(iii) Telecommunications or video surveillance services provided by such entities or using such equipment. \

(iv) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the 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.

Pursuant to Federal Rule (K) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of Federal Rule (K) 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

(L) Domestic preferences for procurements – Contracts and purchase orders for work or products under a subaward must include a provision that requires the non- Federal entity to 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).

For the purposes of Federal Rule (L), "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" 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.

Pursuant to Federal Rule (L) 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 (L) above.

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 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:

Version July 27, 2021

Address, City, State, and Zip Code:

Phone Number: _____ Fax Number:

Printed Name and Title of Authorized Representative:

Email Address:

Signature of Authorized Representative: _____ Date: _____

FEMA 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 Special Conditions required by the Federal Emergency Management Agency (FEMA).

"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.

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. REMEDIES

- a. Standard. Contracts for more than the simplified acquisition threshold, currently set at \$250,000, 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. See 2 C.F.R. Part 200, Appendix II(A).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

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 29C.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 suchworkweek.

(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 thissection.

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. 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.

13. 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.

14. 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."

15. 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."

16. 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."

17. 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."

18. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- a. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contracts and subgrants expending Federal loan or grant funds shall not: (i) procure or obtain; (ii) extend or renew a contract to procure or obtain; or (iii) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any

system, or as critical technology as part of any system. See 2 C.F.R. Part 200, Appendix II, ¶ K.

- c. As described in Public Law 115-232, section 889, covered telecommunications equipment under 2 C.F.R. § 200.216 include:
 - i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - ii. 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).
 - iii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the 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.

19. DOMESTIC PREFERENCES FOR PROCUREMENTS

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contracts and purchase orders for work or products under a subaward must include a provision that requires the non-Federal entity to 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). See 2 C.F.R. Part 200, Appendix II, ¶ L.
 - i. “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.
 - ii. “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.

Offeror agrees to comply with all terms and conditions outlined in the FEMA 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: _____

Exhibit G
New Jersey Business Compliance

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 statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

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:	

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Jersey

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)

**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 photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Date

Authorized Signature and Title

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 its 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
			\$

☐ 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 Executive}

County Clerk

Surrogate

Sheriff

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.**

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:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ____ day of _____, 2__.	_____ (Affiant)
(Notary Public)	_____ (Print name & title of affiant)
My Commission expires:	_____ (Corporate Seal)

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

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/>

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at: http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: _____ Title: _____

Signature: _____ Date: _____

MCBRIDE-PRINCIPLES
**STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY**
**33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230**
MACBRIDE PRINCIPALS FORM**BID SOLICITATION #:** _____**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 _____

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.220, 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 BOROUGHES
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
LYNN DYLAN, 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

Version July 27, 2021

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
 PINWOOD 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
 TOOEELE 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

Version July 27, 2021

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

CAPABLE EXPERIENCED COMMITTED

Trust SAK to deliver on time, every time.

OCT 5
2021

**TRENCHLESS
TECHNOLOGY**
on Construction Markets.

HOLDER
Technology
ar



Region 4 Education Service Center ("ESC")
Trenchless Technology Rehabilitation and Related
Products and Services
Solicitation No. 22-04

REQUEST FOR PROPOSAL



SAKTM

Pipeline Infrastructure. Solved.TM

TABLE OF CONTENTS

TAB 1. DRAFT CONTRACT AND OFFER AND CONTRACT SIGNATURE FORM

1.a Appendix A - Draft Contract and Offer and Contractor Signature Form

1.b Appendix B - Terms and Conditions Acceptance Form

TAB 2. PRODUCTS/PRICING

TAB 3. PERFORMANCE CAPACITY

3.a OMNIA Partners Documents (Appendix D)

- Exhibit A - Response for National Cooperative Contract, Supplier Response
 - Marketing Plan
 - Safety Performance Documentation
- Exhibit B - Administrative Agreement, Example (Informational)
- Exhibit C - Master Intergovernmental Cooperative Purchasing Agreement, Example (Informational)
- Exhibit D - Principal Procurement Agency Certificate, Example (Informational)
- Exhibit E - Contract Sales Reporting Template (Informational)
- Exhibit F - Federal Funds Certifications
- Exhibit G - New Jersey Business Compliance
- Exhibit H - Advertising Compliance Requirement (Informational)

TAB 4. QUALIFICATIONS AND REFERENCES

4.a Reference Letters

4.b NSF International Certification

4.c Safety Performance Documentation

TAB 5. VALUE-ADD

TAB 6. ADDITIONAL REQUIRED DOCUMENTS (APPENDIX C)

6.a Acknowledgement & Acceptance of Region 4 ESC's Open Records Policy (Doc #1)

6.b Antitrust Certification Statement (Doc #2)

6.c Implementation of House Bill 1295 Certificate of Interested Parties (Doc #3)

6.d Texas Government Code 2270 Verification Form (Doc #4)

6.e Felony Conviction Notification (Doc #5)

APPENDIX A

DRAFT CONTRACT

This Contract ("Contract") is made as of _____, 202X by and between _____ ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of _____ ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R_____ for _____ ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) **Term of agreement.** The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.

The anticipated full term of the contract is five (5) years. The Contractor 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 Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed five years. Any tasks or project

agreements executed against this Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.

- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
 - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region

4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the Contract;
- ii. Providing work or material was not awarded under the Contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by

acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.
- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a

material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name SAK Construction, LLC

Address 864 Hoff Road

City/State/Zip O'Fallon, MO 63366

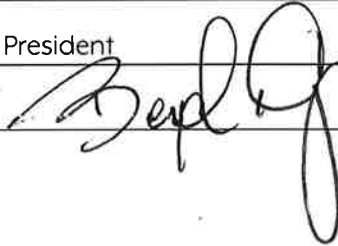
Telephone No. 636.385.1000

Email Address bhirtz@sakcon.com

Printed Name Boyd Hirtz

Title President

Authorized signature



Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 ESC Authorized Board Member

Date

Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

- ☒ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

- ☐ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.)

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

[illegible]

TAB 2 - PRODUCTS/PRICING:

SAK's **NOT To Exceed** price list for trenchless pipe rehabilitation products and services offered is detailed on the following pages.

Due to the site-specific nature of each potential customer's (participating public agency) opportunity/scope of work, there is not a manufacturer's price list or catalog with fixed pricing on which a set discount can be offered. The products and installation construction services we will be offering under this contract will be provided with a visit to each potential job site, usually meeting with a representative from the participating public agency, to identify specific scope requirements. Once a defined scope of work has been agreed upon, we will generate a written proposal to the participating public agency identifying the pricing for which we will be able to complete the work. Each proposal will either reflect the **Not To Exceed** pricing listed for services in the following pricing matrix, or pricing below this level for a significant scope of work. As requested, we have also included a not to exceed line item for Mobilization in the pricing list along with explaining when this shall apply.

Tab 2 - Pricing

Not to Exceed Pricing

- Region 4 ESC (OMNIA Partners Lead Agency) requests pricing be submitted as not to exceed for any participating entity
- Unlike fixed pricing the awarded vendor can adjust submitted pricing lower if needed, but cannot exceed original pricing submitted for solicitation.
- Vendor/Contractor must allow for lower pricing to be available for similar product and service purchases.

Item	Description	Quantity	Unit	Unit Price
Section A: Cured-in-place pipe (CIPP) reconstruction of gravity sewers				
Part 1 - Installation				
1	6" x 4.5mm	1	LF	\$41.00
2	8" x 4.5mm	1	LF	\$31.50
3	10" x 6.0mm	1	LF	\$42.00
4	12" x 6.0mm	1	LF	\$58.00
5	15" x 7.5mm	1	LF	\$66.50
6	18" x 9.0mm	1	LF	\$82.50
7	21" x 9.0mm	1	LF	\$110.50
8	24" x 10.5mm	1	LF	\$133.00
9	27" x 10.5mm	1	LF	\$156.50
10	30" x 12.0mm	1	LF	\$184.50
11	33" x 12.0mm	1	LF	\$206.00
12	36" x 12.0mm	1	LF	\$246.50
13	42" x 13.5mm	1	LF	\$287.85
14	48" x 15.0mm	1	LF	\$412.00
15	54" x 18.0mm	1	LF	\$543.50
16	6" & 8" Additional 1.5mm	1	LF	\$1.50
17	10" & 12" Additional 1.5mm	1	LF	\$2.50
18	15" & 18" Additional 1.5mm	1	LF	\$12.00
19	21" & 24" Additional 1.5mm	1	LF	\$18.50
20	27" Additional 1.5mm	1	LF	\$26.00
21	30" Additional 1.5mm	1	LF	\$27.00
22	33" Additional 1.5mm	1	LF	\$32.00
23	36" Additional 1.5mm	1	LF	\$34.00
24	42" Additional 1.5mm	1	LF	\$40.00
25	48" Additional 1.5mm	1	LF	\$50.00
26	54" Additional 1.5mm	1	LF	\$60.00
27	6" - 10" Backyard Easement Setup Per Install Length	1	LF	\$5.00
28	12" - 18" Backyard Easement Setup Per Install Length	1	LF	\$12.00
29	Timber Matting for Large Diameter Setup	1	SY	\$30.00
30	Internal Reconnection of service connection by robotic cutter	1	EA	\$300.00
31	Sealing of service connection w/chemical grouting after internal reconnection, minimum quantity of 15 to be completed per mobilization.	1	EA	\$450.00
Note: Any CIPP over 54" diameter will be on an individual quote basis.				
Part 2 - Clean/TV & Evaluation for Gravity Sewers associated with CIPP installation				
32	6" - 12" Clean & TV sewer	1	LF	\$5.50
33	15" - 21" Clean & TV sewer	1	LF	\$11.25
34	24" - 33" Clean & TV sewer	1	LF	\$19.75
35	36" & 42" Clean & TV sewer	1	LF	\$30.50
36	48" & 54" Clean & TV sewer	1	LF	\$60.00
37	6" - 15" Post TV Inspection after Rehabilitation	1	LF	\$2.50
38	18" - 27" Post TV Inspection after Rehabilitation	1	LF	\$4.00
39	30" or Larger Post TV Inspection after Rehabilitation	1	LF	\$5.50
40	Re-setup for clean & TV Inspection Due to Point Repairs	1	EA	\$350.00
41	Root Removal (added to Clean & TV price)	1	LF	\$5.00
42	Grease Removal (Added to Clean & TV price)	1	LF	\$5.00
43	Other Remote Obstruction Removal (max. 10 LF)	1	EA	\$1,375.00
44	Sanitary Sewer Debris Removal/Disposal	1	TON	\$250.00
45	Above Ground Physical Inspection	1	LF	\$5.00
Part 3 - Bypass pumping system for gravity sewers				
46	Set Up 4" Pump (Per Pump)	1	EA	\$455.00
47	Set Up 6" Pump (Per Pump)	1	EA	\$1,060.00
48	Set Up 8" Pump (Per Pump)	1	EA	\$1,515.00
49	Set Up 12" Pump (Per Pump)	1	EA	\$2,675.00
50	Set Up 4" Piping	1	LF	\$37.50
51	Set Up 6" Piping	1	LF	\$46.50
52	Set Up 8" Piping	1	LF	\$80.00
53	Set up 12" Piping	1	LF	\$110.00
54	Set up 18" Piping	1	LF	\$135.00
55	Operate 4" Pumping System	1	DAY	\$95.00
56	Operate 6" Pumping System	1	DAY	\$715.00
57	Operate 8" Pumping System	1	DAY	\$1,145.00
58	Operate 12" Pumping System	1	DAY	\$1,845.00
59	Bypass Pumping - Lg Diam Install Projects (30" to 54")	1	LF	\$75.00

60	Bypass - Driveway Ramp (Setup, Operate, Maintain)	1	EA	\$465.00
61	Bypass - Street Ramp (Setup, Operate, Maintain)	1	EA	\$465.00
62	Bypass - Street Trenching for 8" Pipe (Setup, Operate, Maintain)	1	LF	\$68.00
63	Bypass - Street Trenching for 12" Pipe (Setup, Operate, Maintain)	1	LF	\$91.00
64	Bypass - Street Trenching for 18" Pipe (Setup, Operate, Maintain)	1	LF	\$113.50
65	Bypass Plan (3rd Party Certified)	1	EA	\$2,200.00

Section B: CIPP renewal of Potable Water Mains & Pressure Pipes**Part 1 - Installation**

66	6" diameter liner	1	LF	\$180.00
67	8" diameter liner	1	LF	\$220.00
68	10" diameter liner	1	LF	\$250.00
69	12" diameter liner	1	LF	\$300.00
70	14" diameter liner	1	LF	\$375.00
71	16" diameter liner	1	LF	\$400.00
72	18" diameter liner	1	LF	\$475.00
73	20" diameter liner	1	LF	\$550.00
74	24" diameter liner	1	LF	\$540.00
75	Re-opening of service connections internally (6" to 12" host pipes only)	1	EA	\$500.00
76	Setup fee per liner installation	1	EA	\$3,500.00

Part 2 - Bypass for CIPP renewal of Potable Water Mains

77	2" temporary	1	LF	\$24.00
78	4" temporary	1	LF	\$26.00
79	6" temporary	1	LF	\$31.50

Part 3 - Temporary service connections for water main bypass

80	2" short-side	1	EA	\$275.00
81	2" long-side	1	EA	\$380.00
82	4" short-side	1	EA	\$300.00
83	4" long-side	1	EA	\$415.00
84	6" short-side	1	EA	\$325.00
85	6" long-side	1	EA	\$450.00

Part 4 - Installation Pits and Valve, Hydrant or Service Connection Pits

6 - 12 inch pipe connection				
86	a) 0-4 feet deep	1	EA	\$3,500.00
87	b) 4-6 feet deep	1	EA	\$5,500.00
88	c) 6-10 feet deep	1	EA	\$7,500.00

Note: Any Pits for 14" and larger diameters, or for greater depths than shown above, will be on an individual quote basis**Section C: Pipe Bursting with HDPE for Sewer Lines****HDPE DR 19**

89	6-inch diameter	1	LF	\$35.50
90	8-inch diameter	1	LF	\$40.50
91	10-inch diameter	1	LF	\$45.50
92	12-inch diameter	1	LF	\$50.50
93	14-inch diameter	1	LF	\$72.50
94	16-inch diameter	1	LF	\$93.00
95	18-inch diameter	1	LF	\$115.00
96	20-inch diameter	1	LF	\$139.00
97	Setup fee per Pipe Bursting segment	1	EA	\$2,000.00

Manhole Connections

98	6-inch	1	EA	\$150.00
99	8-inch	1	EA	\$200.00
100	10-inch	1	EA	\$250.00
101	12-inch	1	EA	\$300.00
102	14-inch	1	EA	\$350.00
103	16-inch	1	EA	\$400.00
104	18-inch	1	EA	\$450.00
105	20-inch	1	EA	\$500.00

Clean-out Installation

106	4-inch	1	EA	\$375.00
107	6-inch	1	EA	\$475.00

Note: For any pits required refer to Section B, Part 4 above**Sewer Lateral Pipe Bursting**

108	4-inch	1	LF	\$34.00
109	6-inch	1	LF	\$36.00

Note: For any pits required refer to Section B, Part 4 above**Pipe fusing - applicable to all Polyethylene processes listed on this contract (typically 50 foot joints)**

110	Setup fee per pull segment	1	Per Segment	\$2,500.00
111	6 thru 12 inch	1	Per Pipe Joint	\$400.00
112	13 thru 18 inch	1	Per Pipe Joint	\$575.00
113	20 thru 24 inch	1	Per Pipe Joint	\$950.00
114	30 thru 42 inch	1	Per Pipe Joint	\$1,800.00
115	43 thru 48 inch	1	Per Pipe Joint	\$2,800.00

Section D: Polyethylene (PE) Sewer Pipe Sliplining

	PE Pipe DR 22.5			
108	4-inch	1	LF	\$27.00
109	6-inch	1	LF	\$32.00
110	8-inch	1	LF	\$40.00
111	10-inch	1	LF	\$44.00
112	12-inch	1	LF	\$52.00
113	Installation Equipment Setup Fee per pipe liner segment insertion	1	EA	\$7,500.00
114	Annular Space - Grouting	1	CY	\$303.00
115	Bulkheads required for Grouting	1	EA	\$500.00

Note: For any pits required refer to Section B, Part 4 above

Section E: Manhole and Structure Rehabilitation

116	Manhole Rehabilitation (std 4-ft diameter) - 1-inch Portland-based cementitious	1	VF	\$172.50
117	Manhole Rehabilitation (std 5-ft diameter) - 1-inch Portland-based cementitious	1	VF	\$184.00
118	Manhole Rehabilitation (std 6-ft diameter) - 1-inch Portland-based cementitious	1	VF	\$195.50
119	Manhole Rehabilitation (std 4-ft diameter) - 1/2-inch Calcium-aluminate-based cementitious	1	VF	\$230.00
120	Manhole Rehabilitation (std 5-ft diameter) - 1/2-inch Calcium-aluminate-based cementitious	1	VF	\$264.50
121	Manhole Rehabilitation (std 6-ft diameter) - 1/2-inch Calcium-aluminate-based cementitious	1	VF	\$299.00
122	Manhole Rehabilitation (std 4-ft diameter) - 125 mil Epoxy/Polyurea	1	VF	\$345.00
123	Manhole Rehabilitation (std 5-ft diameter) - 125 mil Epoxy/Polyurea	1	VF	\$402.50
124	Manhole Rehabilitation (std 6-ft diameter) - 125 mil Epoxy/Polyurea	1	VF	\$460.00
125	Manhole Rehabilitation (std 4-ft diameter) - 1-inch Geopolymer liner	1	VF	\$460.00
126	Manhole Rehabilitation (std 5-ft diameter) - 1-inch Geopolymer liner	1	VF	\$517.50
127	Manhole Rehabilitation (std 6-ft diameter) - 1-inch Geopolymer liner	1	VF	\$575.00
128	Manhole Rehabilitation (std 4-ft diameter) - Composite - 1" cementitious + 125 mils Epoxy/Polyurea	1	VF	\$690.00
129	Manhole Rehabilitation (std 5-ft diameter) - Composite - 1" cementitious + 125 mils Epoxy/Polyurea	1	VF	\$747.50
130	Manhole Rehabilitation (std 6-ft diameter) - Composite - 1" cementitious + 125 mils Epoxy/Polyurea	1	VF	\$805.00
131	Rebuild Bench and Invert	1	EA	\$1,150.00
132	Lift/Pump Station Rehab - 125 mils Epoxy/Polyurea	1	SF	\$92.00
133	Lift/Pump Station Rehab - Composite - 1" cementitious + 125 mils Epoxy/Polyurea	1	SF	\$201.25
134	Lift/Pump Station Rehab - Composite - each additional 1/2 inch cementitious liner	1	SF	\$28.75
135	Lift/Pump Station Rehab - 1" Geopolymer liner	1	SF	\$166.75
136	Lift/Pump Station Rehab - Geopolymer liner each additional 1/2 inch	1	SF	\$46.00
137	WWTP Structure Rehab - 125 mil Epoxy/Polyurea	1	SF	\$92.00
138	WWTP Structure Rehab - Composite - 1" Cementitious + 125 mils Epoxy/Polyurea	1	SF	\$201.25
139	WWTP Structure Rehab - Composite - each additional 1/2 inch cementitious liner	1	SF	\$28.75
140	WWTP Structure Rehab - 1" Geopolymer liner	1	SF	\$166.75
141	WWTP Structure Rehab - Geopolymer liner each additional 1/2 inch	1	SF	\$46.00
142	Vacuum Test Manhole (12" mainline and smaller)	1	EA	\$460.00
143	Holiday Test Manhole (Epoxy only)	1	EA	\$460.00
144	Sewer Structure Rehab (non-circular or manholes greater than 4-ft diameter) - 1" cementitious	1	SF	\$40.25
145	Sewer Structure Rehab (non-circular or manholes greater than 4-ft diameter) - Epoxy/Polyurea	1	SF	\$92.00
146	Sewer Structure Rehab (non-circular or manholes greater than 4-ft diameter) - 1" Geopolymer	1	SF	\$166.75
147	Installation of FRP rehab structures up to 6' depth (std 4' diameter)	1	EA	\$2,070.00
148	Additional depth for FRP rehab structures (std 4' diameter)	1	VF	\$460.00
149	All sizes installation of Manhole Chimney Seal	1	EA	\$650.00
150	New manhole frame and cover - 24"	1	EA	\$977.50
151	New manhole frame and cover - 32"	1	EA	\$1,725.00
152	Adjust manhole frame and cover up to 1 ft	1	EA	\$1,092.50
153	Adjust manhole frame and cover over 1 ft	1	VF	\$575.00
154	Invert installation - 4' diameter	1	EA	\$1,610.00
155	Invert installation - 5' diameter	1	EA	\$1,725.00
156	Invert installation - 6' diameter	1	EA	\$1,955.00
157	Invert installation - other configurations	1	SF	\$2,875.00
158	Grouting of heavy infiltration to facilitate manhole rehab	1	EA MH	\$1,515.00

Section F: Gravity Sewer CIPP Lateral Renewal Systems

159	4"-6" Internal installation and cure of lateral liner with full wrap connection up to 20' from main	1	EA	\$2,250.00
160	4"-6" Internal installation and cure of lateral liner with top hat connection up to 5' from main			
160	<15" dia - No cleanout required	1	EA	\$3,200.00
161	4"-6" Internal installation and cure of top hat shaped structure up to 20' from main <15" dia - Cleanout required	1	EA	\$5,000.00
162	4"-6" Installation and cure of structural lateral liner from main beyond 20' from main <15" dia	1	LF	\$60.00
163	4"-6" Installation and cure of structural lateral liner from surface clean out to main	1	LF	\$150.00
164	4"-6" Set-up charge per line section for installations of <20 total laterals per project	1	EA	\$2,000.00
165	4"-6" installation of a surface cleanout or access pit for Items 161-163 above	1	EA	\$3,000.00

Section G: Geopolymer Pipe Lining for Sanitary and Storm Sewer Lines

166	30" Storm Pipe - QLS Rehabilitation - 1" Thickness	1	LF	\$517.50
167	36" Storm Pipe - QLS Rehabilitation - 1" Thickness	1	LF	\$368.00
168	42" Storm Pipe - QLS Rehabilitation - 1" Thickness	1	LF	\$402.50
169	48" Storm Pipe - QLS Rehabilitation - 1" Thickness	1	LF	\$465.75

170	54" Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	\$546.25
171	60" Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	\$661.25
172	66" Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	\$822.25
173	72" Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	\$977.50
174	78" Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	\$1,063.75
175	84" Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	\$1,236.25
176	90" Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	\$1,380.00
177	96" Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	\$1,725.00
178	102" Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	\$2,070.00
179	108" Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	\$2,645.00
180	Greater than 108" Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	\$3,105.00
181	Non-Circular Sewer Pipe/Tunnel	1	SF	\$51.75
182	30" Sanitary Sewer - QLS Rehabilitation - 1" Thickness	1	LF	\$517.50
183	36" Sanitary Sewer - QLS Rehabilitation - 1" Thickness	1	LF	\$368.00
184	42" Sanitary Sewer - QLS Rehabilitation - 1" Thickness	1	LF	\$402.50
185	48" Sanitary Sewer - QLS Rehabilitation - 1" Thickness	1	LF	\$465.75
186	54" Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	\$546.25
187	60" Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	\$661.25
188	66" Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	\$822.25
189	72" Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	\$977.50
190	78" Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	\$1,063.75
191	84" Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	\$1,236.25
192	90" Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	\$1,380.00
193	96" Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	\$1,725.00
194	102" Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	\$2,070.00
195	108" Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	\$2,645.00
196	Greater than 108" Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	\$3,105.00
197	Each Additional .5" Thickness	1	SF	\$13.80
198	Reinforcement with Welded Wire Fabric- 4X4W4	1	SF(of WWF)	\$17.25
199	Reinforcement with Rebar #3	1	LF(of Rebar)	\$11.50
200	Reinforcement with Rebar #4	1	LF(of Rebar)	\$23.00
201	Reinforcement with Rebar #5	1	LF(of Rebar)	\$46.00
202	Infiltration Control - Quad-Plug	1	GALLON	\$115.00
203	Infiltration Control - Quad-Plug	1	PAIL	\$57.50
204	Rebuild Invert	1	CF	\$86.25
205	Joint Preparation	1	LF	\$23.00
206	Antimicrobial Application	1	SF	\$5.75
207	Channel Excavation	1	CY	\$57.50
208	Debris Removal	1	CY	\$74.75
209	Clearing and Grubbing	1	AC	\$5,175.00
210	Tree Removal (6" – 12")	1	EA	\$1,725.00
211	Tree Removal (13" – 23")	1	EA	\$2.00
212	Tree Removal (> 24")	1	EA	\$3,450.00
213	Rework Catchbasin Cover To Accept New Manhole Covers	1	EA	\$1,380.00
214	Service Lateral Reinstatement - Man Entry	1	EA	\$287.50
Section H: Additional Items which may apply to each section above				
215	Mobilization charge for scopes of work proposed on less than \$100,000 in value	1	EA	\$25,000.00
216	Bonds and Insurance	1	LS	*Pass Through Cost
*Bonds are a % and insurance is as quoted. These are a pass through cost.				
217	Pre-Construction Video	1	Day	\$1,200.00
218	Erosion Control	1	LF	\$2.50
219	Chemical Grouting	1	GAL	\$350.00
Maintenance Of Traffic (Residential/Non-DOT Regulated)				
220	a) Signage	1	Ea-Month	\$1,000.00
221	b) Flagmen	1	HR	\$46.00
222	c) Arrow Board	1	Day/EA	\$250.00
223	d) Traffic Control Plan (certified)	1	EA	\$3,500.00
Excavation/Backfill				
224	a) 0-4 feet deep	1	Cubic Ft	\$2.00
225	b) 4-6 feet deep	1	Cubic Ft	\$3.00
226	c) 6-10 feet deep	1	Cubic Ft	\$4.00
227	d) over 10 feet deep refer to Section I			
Trench Shoring				
228	a) 4-6 feet deep	1	LF Trench/week	\$75.00
229	b) 6-10 feet deep	1	LF Trench/week	\$100.00
230	c) over 10 feet deep refer to Section I			
Surface Restoration				
231	a) Sod	1	SY	\$18.00
232	b) 4-inch concrete	1	SY	\$72.00
233	c) 6-inch concrete	1	SY	\$108.00
234	d) 8-inch concrete	1	SY	\$126.00
235	e) 2-inch asphalt	1	SY	\$36.00
236	f) 3-inch asphalt	1	SY	\$54.00
237	g) 2.5-inch asphalt concrete	1	SY	\$54.00
238	h) Curb	1	LF	\$40.00
Material extras				

239	a) Lime Rock	1	Ton	\$35.00
240	b) 57/Washed Stone	1	Ton	\$35.00
241	c) Imported Sand	1	Ton	\$25.00
242	d) Gravel	1	Ton	\$30.00

Section I: Time and Material Unit Rates for Change Orders

Materials, Subcontractors and Rentals, cost plus 15% markup

SAK Construction, LLC - Labor including burdens, Equipment, per diems and lodging (may vary by area), cost plus 25% markup

Sales Taxes = Per Jurisdiction

***Any items not included in this pricing sheet will be calculated using RS Means Cost Data, adjusted by the specified City Cost Index for verification and multiplied by 1.0 coefficient**

Appendix D



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 SAK Construction, LLC Response Attached

Exhibit B – Administration Agreement, Example Informational

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example Informational

Exhibit D – Principal Procurement Agency Certificate, Example Informational

Exhibit E – Contract Sales Reporting Template Informational

Exhibit F – Federal Funds Certifications SAK Construction, LLC Executed Documents Attached

Exhibit G – New Jersey Business Compliance SAK Construction, LLC Executed Documents Attached

Exhibit H – Advertising Compliance Requirement Informational

TAB 3 - PERFORMANCE CAPACITY -APPENDIX D, EXHIBIT A - SUPPLIER RESPONSE

3.1 COMPANY

Brief history and description of Supplier to include experience providing similar products and services.

SAK Construction, LLC (SAK) is a full-service general contractor, construction management firm and construction material producer. SAK, which was founded in January 2006, specializes in complex underground infrastructure projects including wastewater, stormwater and combined sewer pipeline rehabilitation, and new tunnel construction of large diameter conveyance pipelines and storage tunnels.

Company Headquarters

Our approximately 130,000 square-foot Headquarters and Central Region offices, product manufacturing, equipment fabrication and CIPP wet-out facility are located near St. Louis, Missouri, approximately 20 miles west on I-70 from Lambert St. Louis Airport. The address and contact information is:

SAK Construction, LLC
864 Hoff Road
O'Fallon, MO 63366

636.385.1000 Telephone
636.385.1100 Fax

Capabilities

- Cured-In-Place Pipe Lining (gravity) – 6” to 108” diameter
- Cured-In-Place Pipe Lining (pressure, including water) – 6” to 48” diameter
- Large Diameter Tunneling – Utilizing TBMs up 24-foot & Hand Mining up to 32-foot arch
- Large Diameter Sliplining – 36” diameter pipe and above
- PE Pipe Sliplining – less than 36” diameter pipe
- Large Diameter Geopolymer Pipe Lining
- SPR Spiral Wound PVC & PE Pipe Lining
- Shotcrete Lining
- Shaft Excavation
- Sewer Bypass, Sewer Cleaning & CCTV Inspection & Structure Rehabilitation
- Cured-In-Place Pipe (CIPP) Tube Manufacturing

Trenchless Experience

The key management staff of SAK has extensive experience working on and managing hundreds of projects in the pipe-line rehabilitation and tunneling industries. Since its inception in 2006, SAK's revenue growth has been exceptional and in 2020 exceeded \$265M. SAK now employs over 500 people working nationwide.

SAK's culture, ethics and approach have enabled us to build a reputation with our clients as a preferred construction partner who delivers trenchless pipe rehabilitation and tunneling projects on-time and on-budget. We have repeatedly demonstrated our experience collaborating with clients, key stakeholders, and property owners during the execution of projects and working as good corporate citizens within the communities we serve by hiring locally and ensuring meaningful opportunities for minority and women owned businesses to participate on our projects as suppliers and construction partners.

As one of the leading trenchless pipe rehabilitation contractors in the United States, SAK has the most diverse experience installing a breadth of trenchless technologies. As a company SAK has installed more than 14,000,000 linear feet of CIPP rehabilitating water, sewer, and stormwater pipelines. Additionally, SAK has rehabilitated pipelines utilizing technologies such as geopolymer lining, pipe bursting, polyethylene pipe sliplining, large diameter sliplining with concrete and FRP pipe, spiral wound PVC lining, and shotcrete. When a client is seeking a construction partner, SAK is usually the choice because we work with them to find the correct product solution for their application from our diverse portfolio of installed solutions.

Regarding providing these products and services under a contract which can be cooperatively procured, SAK is very

proud to say that we have held this “Trenchless Technology Rehabilitation and Related Products and Services” contract for the Region 4 ESC for the last 10 years and have successfully built and grown both the services provided and revenue generated under the cooperative procurement of this contract with Participating Public Agencies across the country. We responded to the very first RFP for this contract, #12-09, and in March 2012 the Board of Region 4 ESC awarded Contract #R5143 under TCPN to SAK, and it ran from March 22, 2012, through March 31, 2017 (3 years, and a 2-year renewal). In March 2017 SAK responded to RFP #17-08, and on April 25, 2017 the Board of Region 4 ESC awarded SAK Contract #R170802 under NationalIPA (the successor to TCPN, and predecessor to OMNIA Partners), which has run from May 1, 2017 to present (3 years, and two 1-year renewals).

Total number and location of salespersons employed by Supplier.

Charlie Kuhnmuench – Nationwide, based in St. Louis, MO (Headquarters)
 Jack Boatman – Nationwide, based in Mobile, AL
 Anthony Aderhold – Nationwide Strategic Industrial Markets, based in St. Paul, MN
 Casey Smith – Pacific Region, operates in Texas and Southwestern US
 Steve Johnson – Pacific Region, based in Sacramento, CA
 Randy Hansbrough – Southeast Region, based in Memphis, TN
 Cary Shaw – Central Region, based in Leawood, KS
 Bob Quackenbush – Atlantic Region GM (handles sales for the Atlantic Region)

Number and location of support centers (if applicable) and location of corporate office.

CORPORATE HEADQUARTERS

(Also Central Region - St. Louis Office/Yard)
 864 Hoff Road
 O'Fallon, MO 63366
 636.385.1000

CENTRAL

Central Region - Kansas City Office/Yard
 6852 Stadium Drive
 Kansas City, MO 64129
 816.265.7178

ATLANTIC

Atlantic Region
 1405 Benson Court, Suite C
 Arbutus, MD 21227
 443.297.1900

TEXAS

Texas Office/Yard
 222 Seale Road
 San Antonio, TX 78219
 210.788.9010 (Roger Terrazas)

PACIFIC

Pacific Region
 4253 Duluth Avenue
 Rocklin, CA 95765
 916.644.1400

SOUTHEAST

Southeast Region
 47 Fern Avenue
 Nashville, TN 37207
 901.268.5526 (Randy Hansbrough)

LAS VEGAS

Las Vegas Office
 3013 N. Rancho Drive, Suite 112
 Las Vegas, NV 89130
 562.292.4268 (Leo Calvario)

PHOENIX

Phoenix Office
 2400 W Medtronic Way, Suite 1
 Phoenix, AZ 85281
 602.313.1161

INDIANAPOLIS

Indianapolis Office/Yard
 2465 S. California Street
 Indianapolis, IN 46225
 636.248.8884 (Chris Vogt)

LARGO

Largo Office/Yard
 6775 114th Avenue
 Largo, FL 33773
 772.233.7035 (Stan Krause)

Annual sales for the three previous fiscal years.

2020: \$265,643,362

2019: \$244,226,076

2018: \$219,713,780

Submit FEIN and Dunn & Bradstreet report.

FEIN: 20-4193988

Dunn & Bradstreet: 019742368

Describe your green or environmental initiatives or policies.

SAK Construction, LLC complies with all state and federal government environmental rules and regulations. One of the greatest benefits participating public agencies will receive from making the decision to choose trenchless technologies to repair their pipelines and underground infrastructure is the smaller construction footprint and resulting "gentler" impact these less invasive processes have on the earth than traditional "open-cut" construction methods. Historically, trenchless technologies have utilized a lot of water during the installation process, however, in our continued efforts to build a cleaner, greener future, when possible SAK utilizes air and steam during installation to mitigate the water usage and is exploring using UV-cured CIPP.

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 diversity alliance and a copy of their certifications.

We do not currently have any "ongoing" diversity programs in place, however in our normal business pursuit of trenchless projects, we often team with diverse partners and suppliers during the proposal and construction process. Certain public agencies have diversity or minority utilization percentage goals or requirements established for their bids which we always try to meet or exceed, and we would work with OMNIA participating agencies to succeed with such programs by utilizing local partners and suppliers in their communities who can provide required services for the Not To Exceed prices in our Agreement.

Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certifications in the response.

- Minority Women Business Enterprise

☐ Yes ☒ No

If yes, list certifying agency:_____

- Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

☐ Yes ☒ No

If yes, list certifying agency:_____

- Historically Underutilized Business (HUB)

☐ Yes ☒ No

If yes, list certifying agency:_____

- Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☒ No

If yes, list certifying agency:_____

- Other recognized diversity certificate holder

☐ Yes

☒ No

If yes, list certifying agency: _____

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..

SAK's broad offering of trenchless services in this Agreement is a nationwide offering for participating public agencies, and we do not have any subcontractors or affiliates who are set up to work and travel nationwide alongside us. The type of subcontractors we might utilize on each different project cannot be known until a participating public agency provides us with a defined scope of work, and as mentioned early, it is difficult to find subcontractors who are willing to travel coast to coast on every project we might perform under this Agreement. Depending on the geographical area we are proposing to work in for a participating public agency we may have existing local relationships with certified minority-owned subcontractors and will work diligently to utilize these subcontractors where they are able to honor our **Not To Exceed** prices.

Describe how supplier differentiates itself from its competitors.

SAK differentiates itself from our competitors by gauging success on customer satisfaction. Unlike several of our competitors, we focus on customers FIRST. As a private company which does not have to meet quarterly targets to appease stockholders as publicly traded companies do, our CLIENTS are our priority, above production and profitability. SAK wants to earn repeat business and positive references from our customers – delivering a safe, quality product while keeping the customer in the forefront ensures SAK's success above any competitors.

Further differentiation from our competitors is found in being one of the most trusted organizations with one of the broadest product and service offerings of trenchless solutions, and with the most experienced and well-respected people in the construction industry. Underground Construction Technology Association has recognized both our President, Jerry Shaw (in 2014), and our Vice Chairman, Bob Affholder (in 2000), as recipients of the prestigious Most Valuable Professional Award. Bob Affholder was also named Trenchless Technology magazine's 1996 Person-of-the-Year; and in July 2021 at the Underground Construction Technology Conference in Nashville, TN, Bob was honored as one of the first Pioneers of CIPP technology.

Describe any present or past litigation, bankruptcy or reorganization involving supplier.

- SAK Construction, LLC vs. City of Ottawa, Kansas (2009)
 - Litigation regarding Differing Site Condition claim by SAK
 - Settlement reached prior to trial
 - Settlement Confidential
- SAK Construction of CA LP (SAK subsidiary) vs. PSC Industrial Outsourcing (2011)
 - Litigation regarding PSC breach of contract
 - Settlement reached prior to trial
 - Settlement Confidential
- SAK Construction, LLC vs. City of Decatur and Bainbridge, Gee, Milanski and Associates, Inc. (2014)
 - Litigation regarding City of Decatur and Bainbridge, Gee, Milanski and Associates, Inc. to recover costs and payments due in rehabilitating sewage pipes for the City.
 - Settlement reached prior to trial
 - Settlement Confidential

Felony Conviction Notice: Indicate if the supplier:



Is a publicly held corporation and this reporting requirement is not applicable;

- ☒ Is not owned or operated by anyone who has been convicted of a felony; or
- ☐ Is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

Describe any debarment or suspension actions taken against supplier.

None, SAK has never had any debarment or suspension actions taken against them.

3.2 DISTRIBUTION, LOGISTICS

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.

SAK Construction, LLC will provide **Trenchless Technology Rehabilitation and Related Items and Services** to eligible public agencies with the following solutions to meet their needs:

- Cured-In-Place Pipe (CIPP) Reconstruction of Sewers
- Cured-In-Place Pipe (CIPP) Renewal of Potable Water Mains & Pressure Pipes
- Pipe-bursting with HDPE for Sewer Lines
- Polyethylene (PE) Sewer Pipe Sliplining,
- Manhole and Structure Rehabilitation
- Gravity Sewer CIPP Lateral Renewal System
- Geopolymer Pipe Lining for Sanitary and Storm Sewer Lines

CIPP Reconstruction of Sewers:

SAK experts manufacture their own state of the art CIPP materials, but also work with other high-quality, experienced manufacturers of CIPP materials when necessary. With pioneers of the CIPP industry on-board, our experience spans over 40 years. Our suppliers of high-quality resins and polyester felt tubes ensure that SAK cured-in-place pipe meets ASTM F1216 standard for inversion and curing. Additionally, each of our CIPP liner and resin manufacturers are ISO 9001 certified.

With SAK's unique CIPP system, the company can rehabilitate gravity sewer pipes ranging from 6-inches to 108-inches in diameter. The CIPP liner consists of a resin-saturated felt tube with an impermeable polymeric coating on the outside. Working above ground from one manhole to the next, SAK inserts the CIPP liner into the entrance of an existing pipeline then utilizes either air or water pressure to turn it inside out. Inverting the tube positions the resin on the outside. Once the liner is in place for the entire length of the host pipe, we circulate hot water or steam through the tube to cure the resin, sealing the felt liner tightly to the inside of the host pipe. Now turned outside-in, the liner's polymeric coating forms a smooth inner surface of the strong, and long-lasting pipe-within-a-pipe.

CIPP Lining of Pressurized Pipelines:

As an exclusive licensed installer of ALTRA Proven Water Technology for drinking water mains up to 24-inches in diameter, and a variety of glass fiber reinforced CIPP lining products for sewer mains up to 48-inches in diameter, SAK renews pressurized pipeline from 6-inches to 48-inches in diameter. These CIPP lining systems for pressurized water and sewer pipelines can handle a maximum operating pressure of 150 psi in diameters up to 24-inches. In addition, SAK's "no-dig" CIPP approach means that most damaged sewer force main and water pipes can be rehabilitated quickly and cost-effectively, with minimal disruption or inconvenience to the surrounding community and environment.

Pipe Bursting with Polyethylene Pipe (PE) of Sewer Pipelines:

Pipe bursting allow for replacement of deteriorated or undersized pipelines. The process consists of insertion of a new pipe of equal or larger diameter into the existing pipeline. The host pipe is fractured by the bursting head and then pushed into the surrounding soil by the expander, which is 15% larger than the outside diameter (O.D.) of the new pipe. The new PE pipe is then pulled through the annular space created by the expander. Pipe bursting is suitable for the replacement of existing pipe materials such as clay, concrete, cast iron, AC, PVC and ductile iron.

Sliplining with Polyethylene Pipe (PE) of Sewer Pipelines:

Slip lining is one of the oldest "semi-trenchless" processes, requiring only minimal excavation of access pits for the insertion

locations at the ends of the host pipe to be renewed. After sections of PE pipe are butt-fused together to form a continuous pipe, with an outside diameter (O.D.) a minimum of 10% smaller than the inside diameter (I.D.) of the host pipe, the PE pipe is pulled through the host pipeline from the insertion pit to the other end of the pipe section to be renewed. The remaining annular space between the PE pipe and the host pipe is then pumped full of grout to stabilize and lock the new PE pipe in place.

Manhole and Structure Rehabilitation:

Manholes and wastewater handling structures suffer from a variety of problems, from minor leaks to major failures. As a result, an assortment of methods are required to properly renew them. The most cost-effective solutions are those that are tailored to overcome each particular problem. Manholes and structures are typically renewed by first competing minor to very complex preparation of the existing surface which remains. From mitigating the infiltration of ground water by plugging or grouting, to an extensive patching or rebuilding of the existing surface, proper preparation is required before we apply our manhole and structure rehabilitation lining systems. We offer a broad assortment of linings including basin cementitious, a calcium aluminate cementitious, epoxy, polyuria, and high end geopolymer systems. These various linings can also be applied in composite form to offer higher levels of protection of these key assets in infrastructure piping and treatment systems.

Gravity Sewer CIPP Service Lateral Renewal:

As many municipal agencies attempt to mitigate inflow and infiltration (I&I) into their infrastructure system, more and more agencies are looking to not only renew their main pipelines and manholes, but also the service lateral connections coming from residences and businesses. SAK offers municipal agencies the ability to not only renew their main sewer lines, but to also renew and seal the service lateral connection at the main line. This trenchless method of renewing these difficult to access connections of the service lateral to the main, is just another means of minimizing surface disruption in rebuilding infrastructure systems.

Geopolymer Pipe Lining for Sanitary and Storm Sewer Lines:

SAK's Geopolymer solution is a factory blended, fiber reinforced material which can be applied in one pass up to several inches thick on horizontal or vertical surfaces by low pressure spraying or a spin cast application process. It is designed to provide corrosion resistant protection, increase structural integrity, and stop the infiltration of groundwater in deteriorated structures and large diameter sewer and storm pipelines consisting of stone, brick, metal and concrete, and other structures such as wet wells.

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.

As shown in this document, we have a national presence of regional offices and support locations to provide construction installation services in the 48 contiguous United States. SAK has 20 construction installation crews spread across our 4 US operating regions, which travel to the various construction projects we are contracted to build, providing installation of our pipe rehabilitation services. We are unable to offer the services under the Master Agreement in Alaska or Hawaii, or any of the U.S. Territories and Outlying Areas due to the necessity of transporting our construction installation vehicles, equipment, and products to those locations.

SAK is proud to have been the nationwide vendor for the Trenchless Technology Rehabilitation and Related Products and Services contract through Region 4 Education Service Center since 2012. We responded to the very first RFP for this contract, #12-09, and in March 2012 the Board of Region 4 ESC awarded Contract #R5143 under TCPN to SAK, and it ran from March 22, 2012, through March 31, 2017 (3 years, and a 2-year renewal). In March 2017 SAK responded to RFP #17-08, and on April 25, 2017 the Board of Region 4 ESC awarded SAK Contract #R170802 under NationalIPA (the successor to TCPN, and predecessor to OMNIA Partners), which has run from May 1, 2017 to present (3 years, and two 1-year renewals). Our Business Development and Marketing personnel have all been educated on the contract, its benefits to participating public agencies, and effective promotion of the contract. They present and discuss this cooperative contract each time they meet with a potential client and educate clients who have traditionally always procured their projects through "low bidding" on the benefits and cost savings they can realize by utilizing this cooperative contract. The strides which have been made in our team's effectiveness have been recognized and commended by the folks within OMNIA Partners we work alongside in reaching potential customers.

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.

The Master Agreement pricing for this contract is **Not To Exceed** pricing, and thus Participating Agencies are ensured they will never pay a higher price for any line item. Additionally, per the terms of the contract, and through our Business Development and Marketing efforts to educate Participating Agencies, they will be shown how once we work together to develop a defined scope of work for their pipe rehabilitation needs, we can provide them with a proposal with reduced pricing below the Master Agreement pricing.

Identify all other companies that will be involved in processing, handling, or shipping the products/ service to the end user.

Not applicable. Only SAK Construction, LLC will be involved and there is not any processing, handling, or shipping of products, as we provide construction installation services as described above.

Provide that number, size and location of Supplier's distribution facilities, warehouses, and retail network as applicable.

All SAK locations and contact information for all our offices and support construction yards have been provided above in this document.

3.3 MARKETING AND SALES

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 from 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.

Please see attached **Marketing Plan**.

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 includes the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners

Please see attached **Marketing Plan**.

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.

Please see attached **Marketing Plan**.

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.

SAK agrees to provide company logo to OMNIA Partners and gives permission to reproduce the logo for the purpose of marketing communications and promotions.

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

SAK will continue to be extremely proactive in the promotion of our goods and services to all Public Agencies nationwide, and the timely follow up to leads established and forwarded by OMNIA Partners. All of our sales initiatives under this program will include the OMNIA Partners logo, and will continue to communicate that the Master Agreement was competi-

tively solicited and publicly awarded by a Principal Procurement Agency; has Not To Exceed pricing; that there is no cost to a Public Agency to participate, and it is non-exclusive.

Confirm Supplier will train its sales force on the Master Agreement. At a minimum, sales training should include:

- i. Key feature 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

Please see attached **Marketing Plan**.

Provide the name, title, email, and phone number for the person(s), who will be responsible for:

Executive Support: Charlie Kuhnmuensch, VP Business Development, charliek@sakcon.com, 636.385.1017

Marketing: Scott Linke, Marketing Manager, slinke@sakcon.com, 636.385.1058

Sales: Charlie Kuhnmuensch, VP Business Development, charliek@sakcon.com, 636.385.1017

Sales Support: Christa Cope, Business Development Coordinator, ccope@sakcon.com, 636.385.1026

Financial Reporting: Alyssa Brown, Assistant Controller, abrown@sakcon.com, 636.385.1044

Accounts Payable: Alyssa Brown, Assistant Controller, abrown@sakcon.com, 636.385.1044

Contracts: Barb Marler, Contracts Manager, bmarler@sakcon.com, 636.385.1030

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.

A team of full-time personnel will be dedicated to the development and implementation of the contract through outreach promotion to potential clients.

Charlie Kuhnmuensch – VP Business Development, SAK Construction, LLC: 24 years of business development experience in the trenchless construction industry, including cured-in-place pipe (CIPP), pipe bursting, tunneling, shotcrete, Sliplining, and microtunneling. Active member of AWWA, Water Environment Federation (WEF), and various water and wastewater associations across the United States. Responsible for overseeing all marketing, selling and promotional activities to maximize the Region 4 ESC/OMNIA Partners contract opportunities throughout the United States.

Scott Linke – Marketing Manager, based in St. Louis, MO

Anthony Aderhold – Nationwide Strategic Industrial Markets, based in St. Paul, MN

Casey Smith – Pacific Region and Texas, based in San Francisco, CA

Steve Johnson – Pacific Region, based in Sacramento, CA

Cary Shaw – Central Region, based in Leawood, KS

Bob Quackenbush – Atlantic Region General Manager, based in Baltimore, MD

Randy Hansbrough – Southeast Region, based in Memphis, TN

Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

As described in greater detail in our **Marketing Plan**, our Business Development personnel will follow the lead of Phil Santoro of OMNIA Partners, and Charlie Kuhnmuensch of SAK, and implement the sales strategies they have developed and agreed upon following award of the contract. Repeated promotion of the Master Agreement and meetings with Public

Agencies to transition them from low bidding procurement to utilization of the Master Agreement when possible.

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.

As SAK's team of Business Development, Marketing, Contracting and Administration people have done for the last 10 years in the implementation of this contract, SAK will continue these efforts going forward.

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 contract for each.

SAK's Public Agency sales for our pipe rehabilitation division (does not include our tunneling division) for the previous fiscal year were \$168,895,000. If we are again awarded this contract, we will be more than happy to provide the confidential information of our Top 10 Public Agency customers and their details.

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.

Not applicable as our construction installation services are highly specialized and not a catalog order management system. Under the Master Agreement procedures we have used on the two prior contracts, we provide the client a written proposal to complete the agreed upon scope of work, and they issue us a written acceptance of that proposal, which contains Terms & Conditions specific to that proposal. We use a financial construction software platform called Viewpoint, which has been customized for our specific business needs, to handle our billing and accounts receivable processes.

Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

Contract Sales is not defined in Section 10 of the OMNIA Partners Administration Agreement example, which was included in these RFP documents, however, we would guarantee a minimum of \$2,000,000 each year in Contract Sales for the initial three years of the Master Agreement. We anticipate higher revenues, more in line with what we have seen the last 3 years, however due to the uncertainty in the construction market, cannot guarantee that level or revenue.

Describe how Offeror responds to emergency requests.

The Business Development contacts listed in this document are available to respond to requests 24/7, and upon award of the contract all their contact information will be provided in publications sent to Public Agencies. Charlie Kuhnmuensch, who is listed for Executive Support and Sales is the main point of contact for any emergency request and can initiate any operational or site visit requirement a Public Agency requires 24/7.

What is Offeror's average on time delivery for services? Describe Offeror's history of meeting public agencies requirements.

Not applicable as we would not be delivering a product from a catalog or online system. However, our track record of completing construction contract completion dates for clients is outstanding.

Describe Offeror's ability to meet service and warranty needs.

With our large national presence of crews and operation locations we would be able to respond in a timely manner should an issue arise from workmanship under our standard 1-year construction warranty.

Describe Offeror's customer service/problem resolution process.

As mentioned in the preceding question, any issue which would arise from workmanship under our standard 1-year construction warranty would be addressed by our own crews returning to make any necessary repairs.

Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.

We invoice every 30 days once our construction installation services have been in progress for Public Agencies. Our standard payment terms are Net 30 Days. We accept electronic fund transfer payments and checks.

Describe Offeror's contract implementation/customer transition plan.

As mentioned earlier, our contracts with Public Agencies under the OMNIA Partners cooperative procurement program typically begins with a written proposal from SAK to the Public Agency, and once we receive a written or electronic communication confirming acceptance of our proposal, contract documents are executed.

Describe the financial condition of Offeror.

SAK Construction, LLC is a financially successful business with an excellent reputation as one of the leaders in the underground construction industry. We have a total bonding capacity of \$700,000,000, with a single project bonding capacity of \$250,000,000.

Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

Not applicable as our construction installation services cannot be ordered online due to the uniqueness of each different project we look at for several different Public Agencies. However, our website address is www.sakcon.com if you would like to view it.

Describe the Offeror's safety record.

Please see the attached EMR Letter provided by SAK's Bonding Agent and SAK's Safety Record Form for information regarding safety record. As for SAK's safety procedures, please see the attached Table of Contents and SAK's Commitment to Safety from SAK's safety plan.

If an Offeror requires any additional standard service agreements, provide a copy of the proposed agreement.

No additional standard service agreements are required.

Provide an additional information relevant to this section.

No additional information relevant to this section.

MARKETING PLAN

Business Development Mission: Continue to increase our presence as the market leader and innovator in trenchless technology with our focus on the categories in the Contract, throughout the United States. Unless an agency must specifically utilize competitive bidding for procurement of trenchless services, promotion of the “Trenchless Technology Rehabilitation and Related Products and Services” contract will be our primary offering to them, whether they are currently a Participating Public Agency, a prospective Public Agency, or a current customer of SAK Construction, LLC.

SAK’s Executive Leadership of Jerry Shaw, President and Charlie Kuhnmuensch, Vice President of Business Development have supported this contract 100% since the first time it was awarded to us in 2012 and will endorse the contract as part of our go-to-market strategy immediately upon award.

KEY OBJECTIVES TO ACCOMPLISH IN FIRST 90 DAYS:

- Announcement along with Master Agreement details published on SAK’s website.
- Continually educate internally to SAK executive management, regional management, business development and marketing teams, and externally to clients and potential clients, the components, and benefits of this contract.
- Further development and implementation of our marketing campaign (below) across the United States utilizing the strategies and campaigns detailed below.
- Continue closely working with Phil Santoro, Director, Partner Development – Construction Services, OMNIA Partners to strengthen our outbound message to potential agency clients.
- Investigate and establish the viability of utilizing this contract in all states we have targeted in this proposal, and specifically with our existing core client base.
- Conduct educational webinars for membership organizations in the water and wastewater industries which we are actively involved in, explaining the benefits of cooperative purchasing and specifically this contract.
- Attend national, regional and supplier specific trade shows working alongside OMNIA Partners, and attend, exhibit and participate at the NIGP Annual Forum.

GOAL OVERVIEW:

Goal 1: Education – To educate cities, counties, political subdivisions, other government agencies, non-profit entities, public and private schools, colleges, and universities, on the trenchless technologies our team provides.

Goal 2: Company/Contract Recognition – To be recognized as the market leader on the trenchless technologies our team provides with focus on the 7 rehabilitation areas in this contract.

Goal 3: Client Support – To provide support on infrastructure projects in addition to the trenchless services provided; via feasibility studies, design, cost analysis, and specifications review for clients.

Goal 4: Qualified Projects – To have the opportunity to perform work on \$10MM to \$20MM of projects in year one utilizing this contract.

Goal 5: Results – Increase gross revenues annually to in excess of \$12MM by 3rd year of contract.

SAK MARKETING (BUSINESS DEVELOPMENT) TEAM MEMBERS:

A team of fulltime personnel will be dedicated to the development and implementation of the contract through outreach promotion to potential clients.

Charlie Kuhnmuensch – VP Business Development, SAK Construction, based in St. Louis, MO

Scott Linke – Marketing Director, based in St. Louis, MO

Jack Boatman – Nationwide Public Agencies, based in Mobile, AL

Anthony Aderhold – Nationwide Strategic Public Agencies, based in St. Paul, MN

Casey Smith – Pacific Region, based in San Francisco, CA

Steve Johnson – Pacific Region, based in Sacramento, CA

Brian Ackerman – Pacific Region, based in San Antonio, TX

Cary Shaw – Central Region, based in Leawood, KS

Bob Quackenbush – Atlantic Region General Manager, based in Baltimore, MD

Randy Hansbrough – Southeast Region, based in Memphis, TN

NICHES:

- Public & Private Water & Wastewater Systems
 - City/County/Town/Village
- Consulting Engineering Firms
 - Civil/Water & Wastewater
- Federal government and military
- Education-related organizations
- Colleges/Universities
- Non-profits

MARKETING STRATEGIES AND CAMPAIGNS FIRST 90 DAYS:**Strategies**

- Social Media – Immediate announcement of award on Facebook, Twitter, LinkedIn
- Email Program – Constant Contact and direct emails to Participating Public Agencies
- Development of OMNIA Partners homepage on SAK website <http://sakcon.com/omnia>
- Webinars – Educational webinars with clients, potential clients and consulting engineers
- Press Releases
- Technical Presentations/Client Meetings
- Industry Publications – Published job site articles, Contract Announcements, Advertisements
- Trade Shows – Booths, Educational sessions, Advertisements
- Utilization of existing SAK/OMNIA Contract #R170802 clients for word-of-mouth referrals

Campaigns

- Research/Record contacts for Niches – Already Complete
- Week 1 – Coordinate Vendor Contract Launch meeting with member (Phil Santoro currently) of the OMNIA Partners Business Development Team.
- Week 1 (after award) – Send all marketing material bearing the OMNIA Partners name and logo to ESC4 for approval
- Week 1 – Announce award on social media outlets (Facebook, Twitter, LinkedIn, etc.)
- Week 2 – Work with OMNIA Partners on co-branded press release announcement
- Week 2 – Send Drip 1 email
- Week 2 – Send Drip 1 mail piece
- Week 3 – Follow up calls from Drip 1 email and mail piece
- Week 4 – Send Drip 2 email
- Week 4 – Schedule webinars
- Week 5 – Scott Linke and counterpart within OMNIA Partners begin development of dedicated contract homepage.
- Week 5 – Follow up calls from Drip 2 email
- Week 6 through 12 – SAK Business Development Team members will meet with the respective OMNIA Partners Regional Managers in person, if possible, but via Microsoft Teams at a minimum, to discuss territory marketing approach and target clients.
- Week 6 through 52 – SAK Business Development Team will meet with existing Public Agency clients, effectively promoting the Master Agreement in an effort to transition their procurement of trenchless technology construction services to utilization of the Master Agreement instead of low bidding.
- Week 12 through 52 – Repeat emails, mailings, follow up calls, meetings, and presentations
- Week 1 through 52 – Any trade shows will be attended with booths, presentations. Press releases and Industry Publications will be utilized.
- Week 13, 26, 39, 52 – Review market opportunities, evaluate results of previous marketing efforts, formulate changes to marketing calendar for upcoming Quarter.

HISTORY OF PAST PERFORMANCE:

The SAK team has successfully bid, marketed, developed, and performed work on private and public agency contracts in excess of \$1,500,000,000 since our establishment in 2006. SAK is one of 3 vertically integrated CIPP providers with a nationwide presence. SAK offers Region 4 ESC and OMNIA Partners the only one of these 3 which is a privately held company, not having to answer to shareholders and thus being able to focus our business development and marketing efforts

on the growth of cooperative contracting. We have held this contract for Region 4 ESC twice previously, working with TCPN, National IPA, and now OMNIA Partners, and have successfully marketed and grown the revenues despite several changes/acquisitions, and turnover of personnel within TCPN, National IPA, and OMNIA Partners. Performing under contract R170802 we have steadily increased our yearly revenues with the most recent 12 months having billed in excess of \$6,000,000 under the contract. Since May 1, 2017 we have billed in excess of \$14,000,000 under the contract, and now having recently had Phil Santoro of OMNIA Partners added as our Partner Development contact, hope to achieve even more impressive growth in revenue on the next contract we are awarded.



864 Hoff Road | O'Fallon, MO 63366

OMNIA®
P A R T N E R S

Partner **SAK Construction, LLC**

Contract **Trenchless Technology Rehabilitation
and Related Items and Services**

Contract
Number **R170802**



SAK™

OMNIA®
P A R T N E R S

Pipeline Infrastructure. Solved.™

OMNIA PARTNERS offers their members
the **Best Choice** for Pipeline Rehabilitation
Solutions



This **Best Value Contract** Provides **Trenchless Solutions** For Your Aging Pipelines

Solved.

After More Than 40 Years of Pipeline Innovation, Our Commitment Runs Deep. Literally.

SAK solves the challenge of maintaining and restoring aging water, sanitary, and oil and gas pipeline infrastructure for the municipal, energy and industrial markets. With industry leading experience and a commitment to service excellence, SAK is a trusted partner helping customers worldwide renew, protect and expand their pipeline infrastructure.



Services.

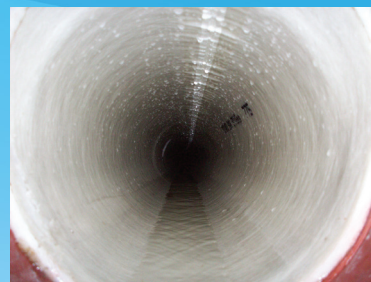
Focused on Finding Solutions to Your Underground Rehabilitation and Construction Needs.

LARGE DIAMETER SLIPLINING

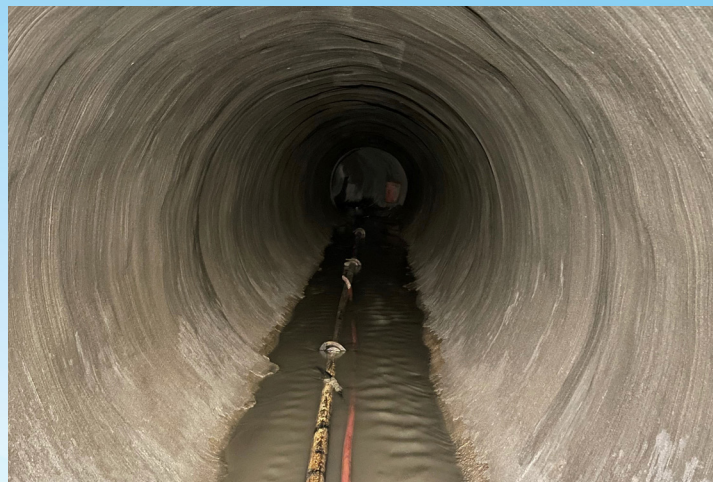
Protect and maintain your community's underground assets while protecting your finances with large diameter sliplining solutions from SAK. Ideal for interceptor pipeline in congested areas or difficult-to-dig sites, sliplining saves money and disruption by renewing sewer infrastructure using the existing pipeline. Working from access pits, new pipe is installed into deteriorating host pipe, providing a strong, new pipeline without the need to dig up and replace your entire system.



Before CIPP rehabilitation



After CIPP solution



Spin Cast Geopolymer Lining

CIPP LINING

It takes an expert to know one. And SAK experts works with the world's best manufacturers of CIPP materials. With founders of the CIPP industry on-board, our experience spans over 40 years and 30 countries. Our suppliers of high-quality polyester felt tubes and resins insure that SAK cured-in-place pipe meets ASTM F1216 standards.

ALL SERVICES OFFERED:

CURED-IN-PLACE (CIPP)

- Reconstruction of Gravity Sewer Pipelines
- Renewal of Potable Water Mains & Pressure Pipes

PIPE-BURSTING WITH HDPE For Sewer Lines

POLYETHYLENE (PE) PIPE SEWER PIPE SLIP-LINING

MANHOLE & STRUCTURE REHABILITATION

GRAVITY SEWER CIPP LATERAL RENEWAL SYSTEM

SPIN CAST GEOPLOYMER LINING OF LARGE DIAMETER GRAVITY SEWER PIPELINES

National Headquarters

Charlie Kuhnmuench
636.385.1017 | charliek@sakcon.com

For more info visit:
sakcon.com/omnia

Call Today for the **Pipeline Solutions** You Need



MUNICIPAL

Aging infrastructure, explosive growth, shrinking tax bases—America's cities face daunting challenges as they struggle to meet their current and future water and sanitation needs. With infiltration, limited capacity, and growing demand stressing our deteriorating pipelines, the Environmental Protection Agency estimates \$355 billion in improvements are required by 2030 to address America's water and sewer issues.

As communities seek affordable answers to their pipeline problems, SAK leads the way. Experts in a variety of pipeline construction and renovation methods, SAK has the technology and the know-how to protect, repair, and even increase pipeline capacity without excavation. Preserve the health and safety of your community with trusted water, sanitation, and stormwater solutions from SAK.

OMNIA®

PARTNERS

Ask us about our OMNIA® Partners "Trenchless Technology Rehabilitation" contract.

HOW CAN SAK HELP YOU?

CONTACT US

Charlie Kuhnmuensch

636.385.1000

info@sakcon.com

NATIONWIDE COVERAGE

One of the fastest-growing companies in the industry, SAK is strategically positioned to serve the entire United States with regional headquarters in Sacramento, St. Louis, Nashville, and Baltimore.

FEATURED PROJECTS

Roll over the images below to see case studies of representative projects.
Use the filters to select by sector and state.

OMNIA®
PARTNERS

Any Sector



Any State



CONTACT





CIPP

Safe, sturdy, and seamless,
cured-in-place pipe technology
renews existing gravity storm
and wastewater pipeline
infrastructure without digging.

[VIEW CIPP PROJECTS](#)

FEATURED PROJECTS

Roll over the images below to see case studies of representative projects.
Use the filters to select by sector and state.

OMNIA®
P A R T N E R S

[CONTACT](#)

Any Sector



Any State





SAK Construction

@sakconstruction · Contractor

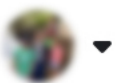
[Learn More](#)

sakcon.com

[Home](#) [Job Openings](#) [Poll](#) [Community](#) [More](#)

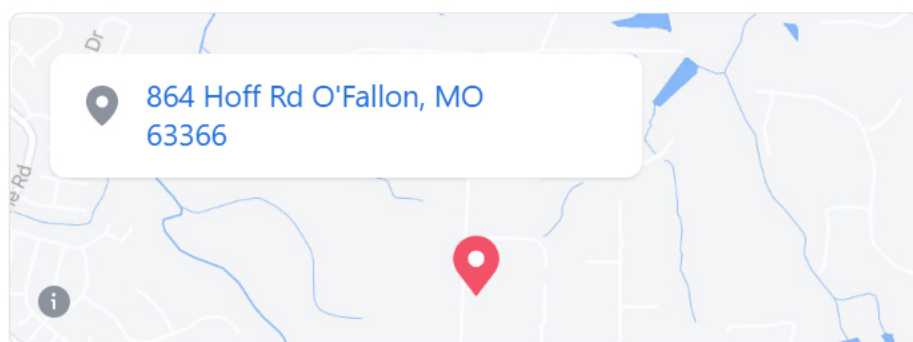
[Liked](#)

[Message](#)



About

[See All](#)



i SAK Construction's trenchless technology and tunneling solutions renew yesterday's municipal and industrial pipelines for tomorrow's growth.

i PIPELINE INFRASTRUCTURE. SOLVED.™
Trust SAK to solve your infrastructure issues for generations to come. With decades of experience and a history of ... [See More](#)

👍 1,486 people like this



✓ 1,667 people follow this



Create Post

Photo/Video

Check in

Tag Friends



SAK Construction

Just now ·

Proud to partner with OMNIA

<https://www.omniapartners.com/publicsector>

OMNIA®
P A R T N E R S



Search

Home

My Network

Jobs

Messaging



SAK Construction, LLC

Pipeline Infrastructure. Solved.

Construction · O Fallon, Missouri · 4,093 followers



Jim & 42 other connections work here · 257 employees

✓ Following

Visit website

More

Home

My Company

About

Posts

Jobs

People

Videos



SAK Construction, LLC

4,093 followers

All

Images

Videos

Articles

Documents

Ads

Sort by: Top



SAK Construction, LLC

4,093 followers

2w ·

Proud to be a partner with OMNIA!
<https://www.omniapartners.com>

OMNIA
PARTNERS



Marsh & McLennan Agency LLC
825 Maryville Centre Drive, Suite 200
St. Louis, MO 63017
+1 314 594 2700
MarshMMA.com

July 13, 2021

Attn: Harry Miller
SAK Construction, LLC
864 Hoff Road
O'Fallon, MO 63366

RE: SAK Construction, LLC
Workers' Compensation Experience Modification

Dear Harry:

Your Experience Modification Rating Factor for the past three years is as follows:

Effective 8-2-2021 .58

Effective 8-2-2020 .54

Effective 8-2-2019 .56

Sincerely,

A handwritten signature in cursive script that reads "Diane Stiehl".

Diane M. Stiehl, CISR
Senior Account Manager

SAK Construction Safety Record Form

SAK Construction
864 Hoff Road
O'Fallon, MO 63366
Telephone: 636-385-1000
Fax: 636-385-1100



Prepared by/title: Harry Miller, Safety Director

Date prepared: 1/20/2021

Experience Modification Rates (EMR)

Year	Experience Modification Rate (EMR)
2010-2011	0.97
2011-2012	0.80
2012-2013	0.76
2013-2014	0.77
2014-2015	0.70
2015-2016	0.65
2016-2017	0.61
2017-2018	0.53
2018-2019	0.54
2019-2020	0.56

OSHA Incidence Rates

Year	Total Recordable Incidents	Total Hours Worked	OSHA Incidence Rate(RIR)
2009	5	191,456.26	5.2
2010	7	343,552.61	4.1
2011	16	520,464.03	6.1
2012	10	559,513.91	3.6
2013	12	612,328.92	3.9
2014	11	680,335.32	3.2
2015	13	749,758	3.5
2016	10	899,379	2.2
2017	12	956,649	2.5
2018	7	1,018,297	1.4
2019	11	1,084,999	2.0
2020	9	1,071,038	1.7

DART- Days Away, and Restricted or Transferred

Year	DART Cases	Total Hours Worked	DART Incidence Rate
2009	2	191,456.26	2.1
2010	5	343,552.61	2.9
2011	13	520,464.03	5.0
2012	6	559,513.91	2.1
2013	7	612,328.92	2.3
2014	6	680,335.32	1.8
2015	6	749,758	1.6
2016	3	899,379	0.7
2017	11	956,649	2.3
2018	2	1,018,297	0.4
2019	2	1,084,999	0.4
2020	5	1,071,038	0.9

Lost Workday Cases

Year	LWD Cases	Total Hours Worked	LWD Incident Rate
2009	0	191,456.26	0.00
2010	1	343,552.61	0.58
2011	7	520,464.03	2.69
2012	1	559,513.91	0.36
2013	4	612,328.92	1.31
2014	2	680,335.32	0.59
2015	2	749,758	0.53
2016	3	899,379	0.67
2017	4	956,649	0.84
2018	0	1,018,297	0.00
2019	1	1,084,999	0.18
2020	5	1,071,038	0.93

Incident Rates are Calculated using this formula: # Cases X 200,000 / Man Hours Worked

SAFETY AND ACCIDENT PREVENTION PLAN

Jerry Shaw
President



SAKTM

Pipeline Infrastructure. Solved.TM

SAFETY AND ACCIDENT PREVENTION PLAN TABLE OF CONTENTS

Health & Safety Commitment

Tunnels, Shafts and Blasting Procedures

Respiratory Protection Program

Inspections

Lockout/Tagout – Energy Control Program

Accident Reporting and Investigation Plan

Confined Space Entry Program

Ventilation Compliance Program

Electrical Safety Plan

Hot Work Permit Program

Fire Protection and Prevention

Hazard Communications Program (HAZCOM)

Fall Protection Plan

Personal Protective Equipment (PPE) Program

Trench & Excavation Program

Appendixes

1. Safety Enforcement Procedures
2. Safety Recognition Program
3. Code of Safe Practices
4. Cell Phone Policy
5. Drug Free Workplace and Substance Abuse Policy
6. DOT Substance Abuse and Alcohol Misuse
7. Tunnel Evacuation Procedures
8. Accident Reporting Procedures
9. Backing Techniques
10. Hazardous Materials Emergency Action Plan



HEALTH & SAFETY COMMITMENT

SAK Construction, LLC is committed to providing a safe and healthy workplace for all our employees.

SAK Construction, LLC will strive to comply with all relevant government regulations regarding personal health and safety. We will encourage good safety habits in every aspect of our Company's activities by maintaining an effective accident prevention program. This program will provide training and control exposure to hazardous situations both on the jobsite and at home. In every activity of our business, we expect a commitment to safety and active participation of every employee in our comprehensive safety effort.

In all our activities, the health and safety of our people is not to be compromised or placed at risk for any reason.

A handwritten signature in black ink, appearing to read "Jerry P. Shaw".

Jerry P. Shaw

President

SAK Construction, LLC

Employee Signature

Exhibit B
Administration Agreement, Example

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 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, credits on returns, rebates and discounts, 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
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

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

Name

Title

Date

Signature

Sarah Vavra

Name

Sr. Vice President, Public Sector
Contracting

Title

Date

Exhibit C
Master Intergovernmental Cooperative Purchasing Agreement, Example

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 and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (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 healthcare 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:**
**NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY
COMMUNITIES PROGRAM
MANAGEMENT, LLC**

Authorized Signature

Signature

Sarah E. Vavra

Name

Name

Sr. Vice President, Public Sector Contracting

Title and Agency Name

Title

Date

Date

Exhibit D
Principal Procurement Agency Certificate, Example

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**"), [NAME OF PPA] 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 [NAME OF PPA] ("**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, [PRINCIPAL PROCUREMENT AGENCY]

Signature

Name

Title

Date

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302–6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____  _____ 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 BC 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 BC 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 BC 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 BC 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 BC 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 BC 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 BC 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 30 Initials of Authorized Representative of offeror

(K) Prohibition on certain telecommunications and video surveillance services or equipment – Contracts and subgrants expending Federal loan or grant funds shall not: (i) procure or obtain; (ii) extend or renew a contract to procure or obtain; or (iii) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 115-232, section 889, covered telecommunications equipment under Federal Rule (K) include:

- (i) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (ii) 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).
- (iii) Telecommunications or video surveillance services provided by such entities or using such equipment. \
- (iv) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the 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.

Pursuant to Federal Rule (K) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of Federal Rule (K) during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES BC Initials of Authorized Representative of offeror

(L) Domestic preferences for procurements – Contracts and purchase orders for work or products under a subaward must include a provision that requires the non- Federal entity to 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).

For the purposes of Federal Rule (L), "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" 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.

Pursuant to Federal Rule (L) 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 (L) above.

Does offeror agree? YES BR 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 BR 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 BR 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 BR Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES BR 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 BR 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:

Version July 27, 2021

SAK Construction, LLC

Address, City, State, and Zip Code:

864 Hoff Road, O'Fallon, MO 63366

Phone Number: 636.385.1000

Fax Number:

636.385.1100

Printed Name and Title of Authorized Representative:

Boyd Hirtz, President

Email Address:

bhirtz@sakcon.com

Signature of Authorized Representative:



Date:

9/22/2021

FEMA 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 Special Conditions required by the Federal Emergency Management Agency (FEMA).

"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.

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. REMEDIES**

- a. Standard. Contracts for more than the simplified acquisition threshold, currently set at \$250,000, 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. See 2 C.F.R. Part 200, Appendix II(A).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

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 37 C.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

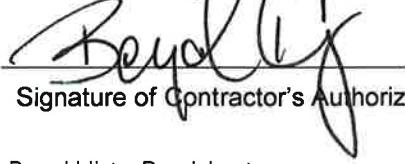
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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, SAK Construction, LLC, 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.

A handwritten signature in black ink, appearing to read "Boyd Hirtz", written over a horizontal line.

Signature of Contractor's Authorized Official

Boyd Hirtz, President

Name and Title of Contractor's Authorized Official

9/22/2021

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. 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 ComptrollerGeneral.

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.

13. 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.

14. 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.

15. 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."

16. 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."

17. 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."

18. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- a. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contracts and subgrants expending Federal loan or grant funds shall not: (i) procure or obtain; (ii) extend or renew a contract to procure or obtain; or (iii) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any

system, or as critical technology as part of any system. See 2 C.F.R. Part 200, Appendix II, ¶ K.

- c. As described in Public Law 115-232, section 889, covered telecommunications equipment under 2 C.F.R. § 200.216 include:
 - i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - ii. 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).
 - iii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the 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.

19. DOMESTIC PREFERENCES FOR PROCUREMENTS

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contracts and purchase orders for work or products under a subaward must include a provision that requires the non-Federal entity to 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). See 2 C.F.R. Part 200, Appendix II, ¶ L.
 - i. "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.
 - ii. "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.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: SAK Construction, LLC

Address, City, State, and Zip Code:
864 Hoff Road, O'Fallon, MO 63366

Phone Number: 636.385.1000 Fax Number: 636.385.1100

Printed Name and Title of Authorized Representative:
Boyd Hirtz, President

Email Address: bhirtz@sakcon.com

Signature of Authorized Representative: 

Date: 9/22/2021

Exhibit G
New Jersey Business Compliance

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 statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

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: SAK Construction, LLC

Organization Address: 864 Hoff Road, O'Fallon, MO 63366

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
Thomas Kalishman	995 Green Lane, Wilson, WY 83014
Robert Affholder	1230 South Main Street, Unit D, St. Charles, MO 63301
Jerome Shaw, Jr.	26 Saybridge Manor Ct., Lake St. Louis, MO 63367

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.**

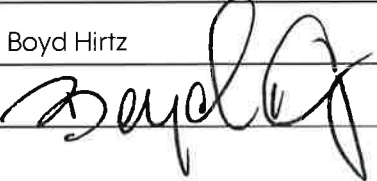
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
None	

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
None	

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):	Boyd Hirtz	Title:	President
Signature:		Date:	9/22/2021

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
Reference: VII-H	
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of ~~New Jersey~~ Missouri
County of St. Charles

ss:

I, Boyd Hirtz residing in O'Fallon
(name of affiant) (name of municipality)
in the County of St. Charles and State of Missouri of full
age, being duly sworn according to law on my oath depose and say that:

I am President of the firm of _____
(title or position) (name of firm)

SAK Construction, LLC the bidder making this Proposal for the bid

entitled RFP Trenchless Technology Rehabilitation and
Related Products and Services, 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 Region 4 ESC and
OMNIA Partners 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 SAK Construction, LLC.

Subscribed and sworn to

before me this day

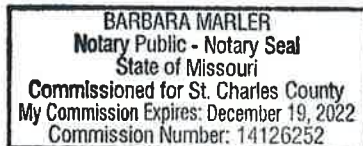
9/22, 2021

Barbara Marler

Notary public of St. Charles County, Missouri

My Commission expires 12/19/22

(Seal)



Boyd Hirtz
Signature

Boyd Hirtz, President

(Type or print name of affiant under signature)

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: SAK Construction, LLC

Street: 864 Hoff Road

City, State, Zip Code: O'Fallon, MO 63366

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302) X

Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

9/22/2021

Date



Authorized Signature and Title

Boyd Hirtz, President

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION 8, ITEM 11. For Instructions on completing the form, go to: https://www.state.nj.us/treasury/contract_compliance/documents/pdf/forms/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY 20-4193988	2. TYPE OF BUSINESS ☐ 1. MFG ☐ 2. SERVICE ☐ 3. WHOLESALE ☐ 4. RETAIL ☒ 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 430
4. COMPANY NAME SAK Construction, LLC		
5. STREET 864 Hoff Road	CITY O'Fallon	COUNTY St. Charles
STATE MO	ZIP CODE 63366	
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) Sunlight Peak, LLLP	CITY O'Fallon	STATE MO
ZIP CODE 63366		
7. CHECK ONE: IS THE COMPANY: ☐ SINGLE-ESTABLISHMENT EMPLOYER ☒ MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ 0		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT		
CITY	COUNTY	STATE
ZIP CODE		

Official Use Only	DATE RECEIVED	INAG. DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Cols 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers	49	43	6	1	2	1	1	38	1				5
Professionals	75	68	7	2	5	1		60					7
Technicians	11	10	1					10					1
Sales Workers													
Office & Clerical	32	8	24	1				7	3	2		1	18
Craftworkers (Skilled)	73	73		2	10	1	1	59					
Operatives (Semi-skilled)	26	25	1		5			20					1
Laborers (Unskilled)	141	136	5	22	32	2	2	78	3				2
Service Workers													
TOTAL	407	363	44	28	54	5	4	272	7	2		1	34
Total employment From previous Report (if any)	401	361	40	42	40	5	3	271	13	1		1	25
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												
	0	0	0	0	0	0	0	0	0	0	0	0	0

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? ☐ 1. Visual Survey ☒ 2. Employment Record ☐ 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES ☐ 2. NO ☒	15. IF NO, DATE LAST REPORT SUBMITTED MO DAY YEAR 02 27 2017
13. DATES OF PAYROLL PERIOD USED From: 08/29/2021 To: 09/04/2021		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Angie Hirtz	SIGNATURE 	TITLE HR Manager	DATE MO DAY YEAR 09 22 2021
17. ADDRESS NO. & STREET 864 Hoff Rd.	CITY O'Fallon	COUNTY St. Charles	STATE MO
ZIP CODE 63366	PHONE (AREA CODE, NO., EXTENSION) 636 - 385 - 1020		

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 its 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

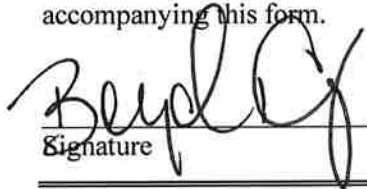
Required Pursuant to N.J.S.A. 19:44A-20.26

**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:	SAK Construction, LLC		
Address:	864 Hoff Road		
City:	O'Fallon	State: MO	Zip: 63366

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	Boyd Hirtz Printed Name	President 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
N/A			\$

☐ Check here if the information is continued on subsequent page(s)

DOC #4, continued

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

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.**

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: Thomas Kalishman	Name: Robert Affholder
Home Address: 995 Green Lane, Wilson, WY 83014	Home Address: 1230 South Main Street, Unit D, St. Charles, MO 63301
Name: Jerome Shaw, Jr.	Name:
Home Address: 26 Saybridge Manor Ct., Lake St. Louis, MO 63366	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 22 day of September
2021

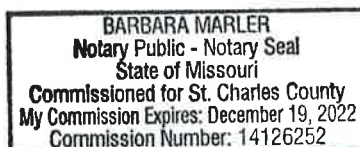
(Notary Public) Barbara Marler

My Commission expires: 12/19/22

Boyd Hinz
(Affiant)

Boyd Hinz, President
(Print name & title of affiant)

(Corporate Seal)



Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

**STATE OF NEW JERSEY – DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: Solicitation No. 22-04

Bidder/Offeror: SAK Construction, LLC

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:



I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR



I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

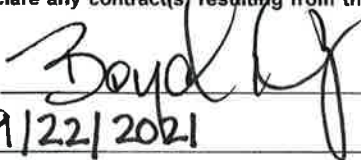
Name <u>N/A</u>	Relationship to Bidder/Offeror _____
Description of Activities _____	

Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Boyd Hirtz

Signature: 

Title: President

Date: 9/22/2021

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/>

01/13/15

Taxpayer Identification# **204-193-988/000**

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME: SAK CONSTRUCTION, LLC	TRADE NAME:	
ADDRESS: 864 HOFF RD O'FALLON MO 63366-1922	SEQUENCE NUMBER: 1924928	
EFFECTIVE DATE: 01/13/15	ISSUANCE DATE: 01/13/15	
FORM-BRC (04-08), D205846V		 Director New Jersey Division of Revenue

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

DOC #8

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

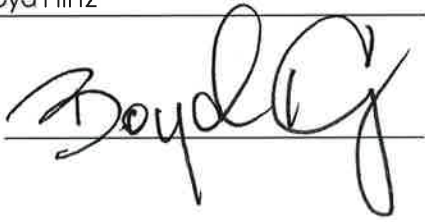
- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at: http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Boyd Hirtz

Title: Vice President

Signature: 

Date: 9/22/2021

DOC #9
MCBRIDE-PRINCIPLES



STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: 22-04

VENDOR/BIDDER: SAK Construction, LLC

**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

9/22/2021

Boyd Hirtz, President

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.220, 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 BOROUGHES
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
LYNN DYLAN, 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
CADDOPARISH, 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
 APPELATE 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
 PINWOOD 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
 TOOEE 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

Version July 27, 2021

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

TAB 4 - QUALIFICATIONS AND REFERENCES

Provide a brief history of the Offeror, including year it was established and corporate office location.

SAK Construction, LLC (SAK) is a full-service general contractor, construction management firm and construction material producer. SAK specializes in complex underground infrastructure projects including wastewater, stormwater and combined sewer pipeline rehabilitation, and new tunnel construction of large diameter conveyance pipelines and storage tunnels.

Company Headquarters

Our approximately 130,000 square-foot Headquarters and Central Region offices, product manufacturing, equipment fabrication and CIPP wet-out facility are located near St. Louis, Missouri, approximately 20 miles west on I-70 from Lambert St. Louis Airport. The address and contact information is:

SAK Construction, LLC
864 Hoff Road
O'Fallon, MO 63366

636.385.1000 Telephone
636.385.1100 Fax

Capabilities

- Cured-In-Place Pipe Lining (gravity) – 6" to 108" diameter
- Cured-In-Place Pipe Lining (pressure, including water) – 6" to 48" diameter
- Large Diameter Tunneling – Utilizing TBMs up 24-foot & Hand Mining up to 32-foot arch
- Large Diameter Sliplining – 36" diameter pipe and above
- PE Pipe Sliplining – less than 36" diameter pipe
- Large Diameter Geopolymer Pipe Lining
- SPR Spiral Wound PVC & PE Pipe Lining
- Shotcrete Lining
- Shaft Excavation
- Sewer Bypass, Sewer Cleaning & CCTV Inspection & Structure Rehabilitation
- Cured-In-Place Pipe (CIPP) Tube Manufacturing

Trenchless Experience

The key management staff of SAK has extensive experience working on and managing hundreds of projects in the pipeline rehabilitation and tunneling industries. Since its inception in 2006, SAK's revenue growth has been exceptional and in 2020 exceeded \$265M. SAK now employs over 500 people working nationwide.

SAK's culture, ethics and approach have enabled us to build a reputation with our clients as a preferred construction partner who delivers projects on-time and on-budget. We have repeatedly demonstrated our experience collaborating with clients, key stakeholders, and property owners during the execution of projects and working as good corporate citizens within the communities we serve by hiring locally and ensuring meaningful opportunities for minority and women owned businesses to participate on our projects as suppliers and construction partners.

As one of the leading trenchless pipe rehabilitation contractors in the United States, SAK has the most diverse experience installing a breadth of trenchless technologies. As a company SAK has installed more than 14,000,000 linear feet of CIPP rehabilitating water, sewer, and stormwater pipelines. Additionally, SAK has rehabilitated pipelines utilizing technologies such as geopolymer lining, polyethylene pipe sliplining, large diameter sliplining with concrete and FRP pipe, spiral wound PVC lining, and shotcrete. When a client is seeking a construction partner, SAK is usually the choice because we work with them to find the correct product solution for their application from our diverse portfolio of installed solutions.

Completed tunnel projects excavated by TBMs (tunnel boring machines) include soft ground tunnels and hard rock tunnels ranging from 5' to 35' in diameter. In addition, SAK personnel have successfully completed many pipe jacking tunnel projects ranging from 48" to 120" diameter pipes, as well as small diameter micro-tunneling and SEM tunnel methods as large as 26' arch shaped. SAK management and personnel are well versed in soft ground and hard rock TBMs of all types. The combined management staff has installed over 1,000,000 linear feet of small and large diameter tunnels.

Throughout many of their working years, the SAK management staff was employed by Affholder, Inc., a prominent St.

Louis based, but nationwide, tunnel and pipeline rehabilitation contractor. The SAK management staff helped to grow Affholder from a \$12M a year contractor in 1980 to a \$120M a year contractor by 2005. Jerry Shaw was named Vice President of Affholder in 1987 and resigned in 2005. He is now the President of SAK Construction, LLC. Boyd Hirtz resigned from Affholder in 2006 and is now the President of SAK's Tunneling Division, overseeing all North American tunneling operations. Over the course of the past fifteen years, SAK has hired many of the ex-Affholder tunnel employees and other employees from well-established underground contractors from the US and other countries, including chief estimators, engineers, project managers, safety managers, superintendents, foreman, and TBM operators.

Describe the Offeror's reputation in the marketplace.

SAK's reputation is very strong, proud and well known throughout the industry as one of the most trusted organizations with one of the broadest product and service offerings of trenchless solutions, and with the most experienced and well-respected people in the construction industry. As mentioned earlier in this submittal, Underground Construction Technology Association has recognized both our President, Jerry Shaw (in 2014), and our Vice Chairman, Bob Affholder (in 2000), as recipients of the prestigious Most Valuable Professional Award. Bob Affholder was also named Trenchless Technology magazine's 1996 Person-of-the-Year; and in July 2021 at the Underground Construction Technology Conference in Nashville, TN, Bob was honored as one of the first Pioneers of CIPP technology, an honor shared not only with his co-workers at SAK, but with hundreds of people from our competitor companies in attendance because of their respect for Bob and what we've built at SAK.

Describe Offeror's reputation of products and services in the marketplace.

SAK Construction is viewed as a leader in the pipe rehabilitation and tunneling industries, and one of the primary reasons we've been successful in incrementally growing not only our overall company revenue, but also growing our year over year OMNIA Partners revenue under our current contract, is that our Public Agency clients appreciate the work we do, how we conduct business with them, and want us to build multiple projects for them.

Describe the experience and qualification of key employees.

Jerry Shaw, President (43 years' experience in the trenchless pipeline and tunneling industry)

Boyd Hirtz, President – Tunneling Division (38 years' experience in the trenchless pipeline industry)

Joe Feuerborn, VP & GM Rehab Division (25 years' experience in the trenchless pipeline industry)

Steve Hirtz, VP Operations (42 years' experience in the trenchless pipeline industry)

Charlie Kuhnmuensch VP Business Development (24 years' experience in the trenchless pipeline industry)

Describe Offeror's experience working with the government sector.

97% of our annual revenue is from building projects for government sector clients. Whether they are water and sewer agencies, city agencies, state agencies, departments of transportation, drainage districts, military installations, or river authorities, the Public Agencies who are our clients and the backbone of our business, are in the government sector.

Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

- SAK Construction, LLC vs. City of Ottawa, Kansas (2009)
 - Litigation regarding Differing Site Condition claim by SAK
 - Settlement reached prior to trial
 - Settlement Confidential
- SAK Construction of CA LP (SAK subsidiary) vs. PSC Industrial Outsourcing (2011)
 - Litigation regarding PSC breach of contract
 - Settlement reached prior to trial
 - Settlement Confidential

- SAK Construction, LLC vs. City of Decatur and Bainbridge, Gee, Milanski and Associates, Inc. (2014)
 - Litigation regarding City of Decatur and Bainbridge, Gee, Milanski and Associates, Inc. to recover costs and payments due in rehabilitating sewage pipes for the City.
 - Settlement reached prior to trial
 - Settlement Confidential

There are not past bankruptcy, reorganization, state investigation of the entity or current officers to report.

Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact person and email, city, state, years serviced, description of services and annual volume.

- Metropolitan St. Louis Sewer District, St. Louis, MO - 13 years
Rich Unverferth, Director of Engineering, rluve@stlmsd.com
SAK has installed CIPP for sewer pipe rehabilitation, geopolymer rehabilitation and shotcrete rehabilitation for large diameter sewers, and constructed multiple sewer conveyance and storage large diameter tunnels and structures. Annual volume currently is approximately \$40 million
- City of St. Petersburg, FL - 12 years
Matt Wilson, Engineer II, matthew.wilson@stpete.org
SAK has installed CIPP for sewer rehabilitation and has maintained an annual contract with the City for the last five years, under which the annual volume is between \$1.5 to \$2.0 million.
- City of St. Joseph, MO - 12 years
Keven Schneider, Superintendent of Streets & Infrastructure, kschneider@stjoemo.org
SAK has installed CIPP for sewer pipe rehabilitation and geopolymer rehabilitation for large diameter sewers. Annual volume is between \$750K and \$1 million.
- Village of Palm Springs, FL - 3 years
Andy Klausner, Superintendent, aklausner@vpsfl.org
SAK has installed CIPP for sewer pipe rehabilitation for the last three years. Annual volume \$250K.
- Citizens Energy Group, Indianapolis, IN - 5 years
Roger Hanas, Manager System Renewal, rhanas@citizensenergygroup.com
SAK has a Master Agreement under which we install CIPP, geopolymer, perform manhole rehabilitation, and do some shotcrete rehabilitation. Annual volume \$4.0 million.
- San Antonio Water System (SAWS), San Antonio, TX - 6 years
Gail Hamrick-Pigg, Director - Engineering Pipelines, gail.hamrick-pigg@saws.org
SAK has rehabilitated small, medium and large diameter sewers with CIPP and is currently constructing the W-6 Upper Segment Tunnel. Annual volume \$15 million.

Provide a copy of the NSF International certification to NSF/ANSI 61 document for Cured-In-Place Pipe (CIPP) Renewal of Potable Water Mains. Only products with certification by NSF to NSF/ANSI 61 and listed as certified on the NSF website, www.nsf.org, shall be allowed and considered as Cured-In-Place Pipe (CIPP) Renewal of Potable Water Mains products.

Please see attached NSF International Certification.

Demonstrate Offeror's safety record and safety procedures, including procedures that over a Participating Public Agency's employees and members of the public

Please see the attached EMR Letter provided by SAK's Bonding Agent and SAK's Safety Record Form for information regarding safety record. As for SAK's safety procedures, please see the attached Table of Contents and SAK's Commitment to Safety from SAK's safety plan.

Provide any additional information relevant to this section.

No additional information relevant to this section.



September 30, 2021

RE: Cured-in-Place Pipelining (CIPP) projects by SAK Construction

To Whom it May Concern:

The Metropolitan St. Louis Sewer District (MSD) has worked extensively with SAK Construction on multiple pipe rehabilitation contracts since 2007. In that time, they have completed numerous CIPP projects of multiple sizes. SAK has demonstrated the ability to complete work on time and on budget. SAK performs their work both professionally and competently. SAK is also knowledgeable and competent in the planning and implementation of complex by-pass pumping operations and systems.

MSD's service area covers over 520 square miles and our system is comprised of approximately 9000 miles of sanitary, combined and stormwater sewers.

SAK Construction has been a pre-qualified contractor for MSD in both sewer rehabilitation and underground tunneling work since 2007.

If you should need further details or specific project information, please feel free to contact me at (314) 768-6285 or rlunve@stlmsd.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'Richard L. Unverferth'.

Richard L. Unverferth, P.E.
Director of Engineering



PUBLIC WORKS WATER POLLUTION CONTROL

ADMINISTRATION

50 MARKET STREET, KANSAS CITY, KANSAS 66118

(913) 573-1300

July 23, 2020

SAK Construction
Attn: Brent Adams
864 Hoff Road
O'Fallon, MO 63366

Re: Critical Pipe Rehabilitation beneath Interstate I-435

Brent,

I would like to formally thank SAK Construction for the successful rehabilitation of the critical 36" pipe that runs beneath Interstate I-435.

This pipe being approximately 1,800 liner feet long and 85' deep underneath Interstate I-435 brought risks and unique challenges. This pipe carried most of the sanitary sewer flows from the Western portion of our service area without any redundancy. To ensure maximum future sewer capacity, the Unified Government (UG) specified CIPP to rehabilitate the pipe. Also, the specifications required the CIPP liner to be continuous the entire 1800' length.

I'd like to thank the SAK's staff for working with our consultants to develop the proper CIPP design criteria and for bringing their extensive knowledge of on-site wet out installations to this project. I'd also like to acknowledge the hard work of the field staff that worked 24/7 Monday through Thursday to install the CIPP liner. Your team accepted and embraced the challenges of this pipe rehabilitation and successfully completed the project.

Again, Thank you for a successful completion of this challenging pipe rehabilitation.

Sincerely,

Joseph W. Barnes
Water Pollution Control - Project Manager

EXPERIENCE INFORMATION

Page 19 of 87

(To be completed by Offeror)

1. Contractor: SAK Construction, LLC 864 Hoff Road O'Fallon, MO 63366	2. Contract /Task Order(TO) /Purchase Order (PO) Number: W912P9-14-D-0526									
	3. Contract/TO/PO Dollar Value: \$ 8,910,741.88									
	4. Contract/TO/PO Status: <table> <tr> <td>☐ Active</td> <td>☒ Complete</td> <td>% Complete 100 %</td> <td>Date Completed 04/18/18</td> </tr> <tr> <td></td> <td>☒ Prime</td> <td>☐ Sub-Contractor</td> <td></td> </tr> </table>			☐ Active	☒ Complete	% Complete 100 %	Date Completed 04/18/18		☒ Prime	☐ Sub-Contractor
☐ Active	☒ Complete	% Complete 100 %	Date Completed 04/18/18							
	☒ Prime	☐ Sub-Contractor								

1. Project Title:
Old Mill Creek, Phase 3 14th to 2nd Street
 Client POC: Evan Taylor
 Client Telephone: 314-378-0480
 Client Email:
 Location (City and Province): St. Louis MO

2. Project Description:
 Features of work that the Offeror completed, including a statement of the total dollar value of this work:

Work consisted of rehabilitating MSD sewers by doing various repairs including void repairs, external chemical grouting, cement grouting of voids, replacement of lateral sewers, repair of lateral sewer connections, interior sealing of manholes, reinforced concrete invert, reinforced shotcrete liners (10 inch), shotcrete mortar protection, bypass pumping, sewer pipe (12, 15, 18 and 24 inch) and protection and restoration of site. Total final contract amount of \$8,910.741.88

PAST PERFORMANCE QUESTIONNAIRE

Note: The past performance questionnaire consists of a total of five (5) pages.

CONTRACT INFORMATION (Offeror to complete Blocks 1-4)**1. Contractor Information**

Firm Name: SAK Construction LLC

CAGE Code: 58HU5

Address: 864 Hoff Road, O'Fallon MO 63366

DUNs Number: 019742368

Phone Number: 636-385-1000

Email Address: bhirtz@sakcon.com

Point of Contact: Boyd Hirtz

Contact Phone Number: 636-385-1013

2. Work Performed as:
(Explain)
☒ Prime Contractor
 ☐ Sub Contractor
 ☐ Joint Venture
 ☐ Other

Percent of project work performed: 98%

If Sub-Contractor, who was the prime (Name/Phone #): N/A

3. Contract Information

Contract Number: W912P9-14-D-0526

Delivery/Task Order Number (if applicable):

 Contract Type:
 ☒ Firm Fixed Price
 ☐ Cost Reimbursement
 ☒ Other (Please specify) Unit Price

Contract Title: Old Mill Creek, Phase 3 14th to 2nd Street

Contract Location: St. Louis MO

Award Date (mm/dd/yy): 09/15/14

Contract Completion Date (mm/dd/yy): 04/18/18

Actual Completion Date (mm/dd/yy): 04/18/18

Explain Differences:

Project was completed prior to the adjusted completion date

Original Contract Price: \$ 9,179,755.00

Final Contract Price (to include all modifications, if applicable): \$ 8,910,741.88

Explain Differences:

Predominately quantity adjustments were made.

4. Project Description:

Complexity of Work ☒ High ☐ Med ☐ Routine

How is this project relevant to project of submission? (Please provide details such as similar equipment, requirements, conditions, etc.)

This project was for a combined sewer similar to this solicitation only larger in size. The equipment and material to be used on this project are slightly different but comparable (geopolymer vs. cementitious shotcrete/concrete). The work processes (QA/QC, pipe preparatory work, flow bypassing/handling, etc) for the products are much alike.

CLIENT INFORMATION (Client to complete Blocks 5-8)

5. Client Information

Name: Evan Taylor

Title: Area Engineer

Phone Number: 314-331-8631

Email Address: evan.s.taylor@usace.army.mil

6. Describe the client's role in the project:

Worked as project engineer and COR for USACE. Project sponsor was St. Louis MSD.

7. Date Questionnaire was completed (mm/dd/yy):

04/04/19

8. Client's Signature:

NOTE: THE GOVERNMENT REQUESTS THAT THE CLIENT COMPLETES THIS QUESTIONNAIRE AND SUBMITS DIRECTLY BACK TO THE OFFEROR. THE OFFEROR WILL SUBMIT THE COMPLETED QUESTIONNAIRE TO USACE WITH THEIR PROPOSAL, AND MAY DUPLICATE THIS QUESTIONNAIRE FOR FUTURE SUBMISSION ON USACE SOLICITATIONS. CLIENTS ARE HIGHLY ENCOURAGED TO SUBMIT QUESTIONNAIRES DIRECTLY TO THE OFFEROR. THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ANY AND ALL INFORMATION ON THIS FORM.

*ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT YOUR
EVALUATION OF THE CONTRACTOR'S PERFORMANCE*

RATING	DEFINITION	NOTE
(E) Exceptional	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the Contractor was highly effective.	An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
(VG) Very Good	Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the Contractor were effective.	A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.
(S) Satisfactory	Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the Contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the Contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that Contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
(M) Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the Contractor has not yet identified corrective actions. The Contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal is appropriate when a significant event occurred that the Contractor had trouble overcoming which impacted the Government/Owner.
(U) Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the Contractor's corrective actions appear or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the Contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
(N) Not Applicable	No information or did not apply to your contract	Rating will be neither positive nor negative.

TO BE COMPLETED BY CLIENT

PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.

1. QUALITY:	
a) Quality of technical data/report preparation efforts	E <u>VG</u> S M U N
b) Ability to meet quality standards specified for technical performance	E <u>VG</u> S M U N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E <u>VG</u> S M U N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E <u>VG</u> S M U N
2. SCHEDULE/TIMELINESS OF PERFORMANCE:	
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. <i>(If liquidated damages were assessed or the schedule was not met, please address below)</i>	<u>E</u> VG S M U N
b) Rate the Contractor's use of available resources to accomplish tasks identified in the contract	<u>E</u> VG S M U N
3. CUSTOMER SATISFACTION:	
a) To what extent were the end users satisfied with the project?	<u>E</u> VG S M U N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	<u>E</u> VG S M U N
c) To what extent was the Contractor cooperative, businesslike, and concerned with the interests of the customer?	<u>E</u> VG S M U N
d) Overall customer satisfaction	<u>E</u> VG S M U N
4. MANAGEMENT/PERSONNEL/LABOR	
a) Effectiveness of on-site management, including management of Sub-Contractors, suppliers, materials, and/or labor force?	<u>E</u> VG S M U N
b) Ability to hire, apply, and retain a qualified workforce to this effort	E <u>VG</u> S M U N
c) Government Property Control	E VG S M U <u>N</u>
d) Knowledge/expertise demonstrated by Contractor personnel	<u>E</u> VG S M U N
e) Utilization of Small Business concerns	E VG S M U <u>N</u>
f) Ability to simultaneously manage multiple projects with multiple disciplines	E VG S M U <u>N</u>
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes	E <u>VG</u> S M U N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E <u>VG</u> S M U N

5. COST/FINANCIAL MANAGEMENT	
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	☒ E VG S M U N
b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	E VG S M U ☒ N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	E VG S M U ☒ N
d) Is the Contractor's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i>	☒ Yes No
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i>	Yes ☒ No
f) Have there been any indications that the Contractor has had any financial problems? <i>If yes, please explain below.</i>	Yes ☒ No
6. SAFETY/SECURITY	
a) To what extent was the Contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	☒ E VG S M U No
b) Contractor complied with all security requirements for the project and personnel security requirements.	E ☒ VG S M U N
7. GENERAL	
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	E ☒ VG S M U N
b) Compliance with contractual terms/provisions (<i>explain if specific issues</i>)	☒ E VG S M U N
c) Would you hire or work with this firm again? (<i>If no, please explain below</i>)	☒ Yes No
d) In summary, provide an overall rating for the work performed by this Contractor.	E ☒ VG S M U N

Contractor performed extremely well and finished 9 months prior to the required contract completion date.

Managed project shutdowns due to high river levels and incremental funding effectively. This was key as

there were several shutdowns lasting for months at a time and laborers would often move to other projects.

Finding individuals willing to work in a live sewer for 10 hours a day was difficult at times, but on-site

management was able to remain productive and finish ahead of schedule. Contractor has a great safety

program and spent significant time providing training to new laborers and government inspectors alike. They

were very proactive with safety which resulted in zero lost time accidents for the project.

(End of Section)



PUBLIC WORKS

WATER POLLUTION CONTROL

ADMINISTRATION

50 MARKET STREET, KANSAS CITY, KANSAS 66118

(913) 573-1300

July 23, 2020

SAK Construction
Attn: Brent Adams
864 Hoff Road
O'Fallon, MO 63366

Re: Critical Pipe Rehabilitation beneath Interstate I-435

Brent,

I would like to formally thank SAK Construction for the successful rehabilitation of the critical 36" pipe that runs beneath Interstate I-435.

This pipe being approximately 1,800 liner feet long and 85' deep underneath Interstate I-435 brought risks and unique challenges. This pipe carried most of the sanitary sewer flows from the Western portion of our service area without any redundancy. To ensure maximum future sewer capacity, the Unified Government (UG) specified CIPP to rehabilitate the pipe. Also, the specifications required the CIPP liner to be continuous the entire 1800' length.

I'd like to thank the SAK's staff for working with our consultants to develop the proper CIPP design criteria and for bringing their extensive knowledge of on-site wet out installations to this project. I'd also like to acknowledge the hard work of the field staff that worked 24/7 Monday through Thursday to install the CIPP liner. Your team accepted and embraced the challenges of this pipe rehabilitation and successfully completed the project.

Again, Thank you for a successful completion of this challenging pipe rehabilitation.

Sincerely,

Joseph W. Barnes
Water Pollution Control - Project Manager

July 2, 2018

Re: Letter of Reference, SAK Construction, LLC

To whom it may concern,

SAK Construction, LLC has been contracted through Citizens Energy Group to provide Pipe Rehabilitation Services since February, 2017. They have performed very well for us, and shown a great deal of flexibility with regard to workload, as we tripled our program in 2017. SAK provided primarily pipe lining services, but also managed a number of subcontractors that provided bypass pumping services, manhole rehab, traffic control and restoration. All of their work has been done to our quality standards, and no project failed to meet our completion dates. SAK has been very easy to work with and they do a good job with public outreach.

Thank you,

A handwritten signature in black ink, appearing to read "Tim Shutt", with a long, sweeping horizontal stroke extending to the right.

Tim Shutt, Supervisor of Construction , Special Projects Group

Wastewater

February 27, 2017

Re: Reference Letter for SAK Construction, LLC.

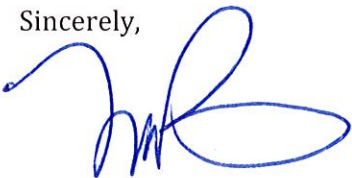
Dear Cary Shaw,

I've had the opportunity to work with SAK Construction since April 23rd, 2009 as Johnson County Wastewaters (JCW) project manager for gravity sewer line rehabilitation projects. Over the past 6-1/2 years SAK has completed 15 authorizations which ranged from rehabilitating pipes 8"-66" in size and packages from one line segment to 60,000 linear foot packages. The work packages JCW authorized to SAK primarily consisted of Cured in Place Pipe (CIPP) sewer rehabilitation, but they also completed slip lining, and manhole rehabilitation work packages. All the authorized work packages have been done in a professional manner and have been completed within the constraints of the contract documents.

SAK works very hard to not only ensure that JCW as the owner is happy, but they also consider the social impact and the residents that may be affected by the sewer rehabilitation. SAK's project manager communicates crew schedules on a weekly basis, accurate monthly pay estimates, and any changed conditions as they are identified. This open and timely communication keeps JCW projects on time and ensures the rehabilitation needs are met for the sanitary sewer collection system.

Please accept my professional reference of SAK Construction, LLC..

Sincerely,



Joseph W. Barnes
Project Manager - Existing Infrastructure of Collection Systems

SUBCONTRACTOR PERFORMANCE ASSESSMENT REPORT					
FT. BLISS WATER SERVICES COMPANY					
1. Subcontractor Name and Address: SAK Construction, LLC 864 Hoff Road O'Fallon, MO 63366			3. Subcontract/Task Order Number: 18607		
			4. Subcontract/Task Order Value: \$1,174,004.96		
			5. Period of Performance Being Assessed: From: 10/3/15 To: 12/18/15		
2. Vendor Number: 53919			6. Report Type: Interim Rating Final Rating X		
7. Subcontractor POC: Brian Ackerman		Phone #:	636 385-1030	E-mail:	backerman@sakon.com
8. Project Title: CIPP Phase II					
9. P/N:		10. RFA:		11. GWO: 212000556	
12. Subcontract Description: Rehabilitation of existing sanitary sewer through cured in place pipe method. The SOW involves cleaning, videotaping and lining approximately 24,000 LF of existing sanitary sewer.					
Evaluate the Following Areas	Previous Score	Weighting Assigned	Rating*	Weighted Score	Current Score
13. Performance of Work		50		100%	50%
a. Compliance with Labor, Environmental and Safety Standards. If LB and contract is => \$600K was 40% subcontracted to SB concerns?		30	100	60%	
b. Minimum disruption to building occupants and base outages properly handled		5	100	10%	
c. Property accountability/loss prevention		5	100	10%	
d. Quality of work (no re-work required)		10	100	20%	
14. Cost Controls		20		100%	20%
a. Services performed for negotiated price without adverse effect on performance		5	100	25%	
b. Reasonable and accurate proposal submitted when additional work was requested		10	100	50%	
c. Property accountability/loss prevention		5	100	25%	
15. Subcontract Management		15		100%	15%
a. Punchlist developed and completed within the required time frame		5	100	33%	
b. No financial difficulties regarding lower tier subcontractors, vendors, labor disputes strikes		5	100	33%	
c. Overall assessment of management effectiveness		5	100	33%	
16. Timeliness and Accuracy of Performance and Reports		15		100%	15%
a. Subcontractor timely in submitting schedules, reports, and billings		5	100	33%	
b. Subcontractor submitted accurate schedules, reports, and billings		5	100	33%	
c. Subcontractor completed work on time taking into account excusable delays		5	100	33%	
Overall Subcontractor Performance Assessment Score					100%

***Explanation for use of scoring sections 13-15 above .** Based on objective scores obtained from the inspections/samplings of the identified processes, enter the numeric scores into the green shaded area (Rating 0-100) corresponding to those processes. (Note, enter only the numeric portion of the score, no symbols. Example...if score is 95.5%, enter only 95.5)

17. Reviewer narrative assessment /comments:

Typed Name and Title of Reviewing Official:

Telephone Number:

Signature:

Date:

18. PTL/Engineer narrative assessment /comments:

SAK completed the proposed scope of work ahead of time of the aggressive schedule while still delivering great quality. SAK represented FBWSC well while dealing with residents affected by construction activities. SAK is highly recommended for future work

Typed Name and Title of Reviewing Official:

Telephone Number:

Ruben Contreras PTL

915 549 2176

Signature:

Date:

5/21/2015

19. Subcontracts Analyst/Administrator narrative assessment /comments:

Subcontractor was very responsive in meeting FBWSC administrative needs and requirements.

Typed Name and Title of Reviewing Official:

Telephone Number:

Pat Hernando, Subcontract Administrator

915-564-1332

Signature:

Date:

5/22/15

Manager of Subcontracts narrative assessment /comments:

The Subcontractor successfully fulfilled all contractual requirements.

Typed Name and Title of Reviewing Official:

Telephone Number:

Rebecca G. Beard, Manager of Subcontracts

910-495-1311

Signature:

Date:

5/26/15

20. Subcontractor narrative assessment /comments:

For reports receiving a total score of 70% or below (Unsatisfactory) or any Safety finding, a 'Corrective and Preventive Action Report' must be included.

Typed Name and Title of Reviewing Official:

Telephone Number:

Signature:

Date:

21. Utility Manager narrative assessment /comments:

Corrective and Preventive Action(s) are approved: ____ Yes ____ No

Typed Name and Title of Reviewing Official:

Telephone Number:

Signature:

Date:

Supplier Performance Assessment Report

Rating Scheme Explanation for 'Performance Level'

Our 'performance level' rating scheme for our Subcontractors reflects these high standards. The ratings are further defined below:

Excellent = 94% to 100%	Contractor initiative is evident by quality and efficiency of work performed. Areas in need of improvement are few and are minor.
Very Good = 86% to 93%	Performance is very effective, efficient and fully responsive to contract requirements. A few deficiencies with little or no adverse effect on overall performance; only minor deficiencies.
Above Average = 78% to 85%	Performance is effective and fully responsive to contract requirements. Few reportable deficiencies with little or no adverse effect on overall performance.
Satisfactory = 71% to 77%	Performance is equivalent to that expected of an average contractor. There are significant areas where performance is below average, but they are partially offset by areas of above average performance. Deficiencies exist with few or no offsetting areas of average or above average performance.
Unsatisfactory = below 71%	Performance does not meet acceptable standards in one or more areas. Remedial action is required in one or more areas; deficiencies exist in one or more areas, which adversely affect overall performance.

Note: To justify an **Unsatisfactory** rating, you should identify multiple significant events in each category that the subcontractor had trouble overcoming and state how it impacted the Government. However, a singular problem could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the subcontractor of the contractual deficiencies (e.g., Management, Quality, Safety, or Environmental Deficiency Reports, or letters).

PROCESS:

1. The Subcontract Analyst/Administrator completes (SA) the header information of the SPAR form and sends to the applicable Project Team Leader (PTL).
2. The PTL enters scoring and narrative comments and forwards to Engineer (if applicable).
3. Engineer enters narrative comments (if applicable) and returns the form to the SA.
4. The SA enters narrative comments and forwards the document to the Manager of Subcontracts (MOS).
5. The MOS enters narrative comments and returns form to the SA.
6. The SA forwards the SPAR form to the Subcontractor and notifies the Subcontractor that if the SPAR has a total score of 70% or below (Unsatisfactory) or any Safety finding, a 'Corrective and Preventive Action Report' must be included with the Subcontractor's response.
7. The Subcontractor enters narrative comments and attaches Corrective and Preventive Action Report (if necessary) and returns to SA.
8. The SPAR and any required attachments are provided to the Utility Manager for review and approval.
9. The Utility Manager (UM) reviews the SPAR and any attachments.
 - a. If a Corrective and Preventive Action Report is attached, the UM reviews and determines if the corrective and preventive actions are acceptable.
 - i. If yes, the UM signs the SPAR and returns the form to the SA.
 - ii. If the corrective and preventive actions are not acceptable the UM indicates such in the narrative comments and the SPAR form and attachment is returned to the Subcontractor for revision until it is accepted.
 - iii. During this time the subcontractor will not receive any new subcontracts until an acceptable corrective and preventive action report is accepted by the UM.
 - b. If there are no attachments, the UM reviews the SPAR, enters narrative comments, and returns the form to the SA.
10. The SA will:
 - a. File the SPAR with the subcontract documents
 - b. Inputs the score into C2G
 - c. Uploads to SharePoint to the subcontract file and to Supplier Performance Assessment in the Qualifications folder.

Reference Inquiry Form – Baltimore County DPW

This side is to be completed by the Reference.

Please base your evaluation on the job indicated and the work classifications checked on the front of this form. Please note that a follow up call will be placed upon receipt of this reference. Please provide your phone extension if applicable.

Both pages are to be returned to Baltimore County directly to Kathy McHenry via email kmchenry@baltimorecountymd.gov. The form cannot be returned to the contractor due to the confidential nature of the rating.

I. Experience & Quality of Work

A.	Experience of Personnel	(Max. 20 Points)	<u>20</u>
B.	Quality of Work	(Max. 20 Points)	<u>20</u>
C.	Ability to Perform	(Max. 20 Points)	<u>20</u>
D.	Timeliness	(Max. 20 Points)	<u>20</u>

II.	Equipment Effectiveness of Operation	(Max. 10 Points)	<u>10</u>
-----	--	------------------	-----------

III.	General Performance (Includes Subcontractors)	(Max. 10 Points)	<u>10</u>
------	---	------------------	-----------

Total Rating: 100

Note: A perfect score on this evaluation is 100 points. Below 60 is unacceptable.

IV. General Comments (Your comments are greatly appreciated)

SAK does great work. The project was delivered on time and at the stated price. There were no change orders or additional cost or attempts to add cost at the end of the project.

Based on my knowledge of the aforementioned firm, I have evaluated their performance in the work classifications(s) they have indicated and rated them in comparison with other contractors performing similar work. I have included in the General Comments section additional information regarding this firm, which may be of assistance in evaluating the quality of their work. It is my understanding that all of the above information supplied here shall be considered **STRICTLY CONFIDENTIAL**.


Signature
Daniel L Woodcock
Printed Name of Person Above
2/17/2016
Date
314-713-4095
Phone Number with Extension

of Missouri - American Water Company
Name of Firm
727 Craig Road,
Address of Firm
Saint Louis MO, 63141
City, State, Zip Code
314-569-3972
Fax Number

Submitted: 2-17-16 via email
-DW

City of Jefferson

Department of Public Works
320 E. McCarty St.
Jefferson City, MO 65101



Carrie Tergin, Mayor

Matthew J. Morasch, P.E., Director
Phone: 573-634-6410
Fax: 573-634-6562

February 17, 2017

RE: Cured-in-Place Pipelining projects by SAK Construction

To Whom it May Concern;

Jefferson City has worked with SAK Construction on multiple contracts over an 8 year period. In that time, they have completed projects well within the contract time, and have demonstrated outstanding communication and problem solving. Any time a personal property issue or change in scope has occurred, SAK has handled the situation well and come up with an equitable resolution for all parties.

Our service area covers the headquarters of the State Regulator. When bypassing around a section of sanitary sewer is required, SAK has performed this in an innovative and reliable method that is protective of the environment.

Jefferson City encourages SAK Construction to bid our projects and would highly recommend them to others.

If you should need further details, feel free to contact me at 573-634-6443 or eseaman@jeffcitymo.org.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric Seaman".

Eric Seaman, P.E.
Wastewater Division Director



To Whom It May Concern:

Re: SAK Construction, LLC

Project: "CIPP Rehabilitation of Hackberry Creek Interceptor Trunk" -- City of Irving, Texas

This letter of recommendation is offered to attest to the integrity and professionalism exhibited by the manager, superintendent and crew of SAK Construction in the execution of the subject project.

All City of Irving personnel associated with the project were pleased with the results of the work and the prosecution thereof. In order to allow TV inspection of the pipes, the first task undertaken was cleaning out voluminous accumulation of debris in the interceptor and three associated siphons, a significant portion of the project -- not a primary function of SAK Construction. Through perseverance and determination, this arduous work was done effectively and efficiently.

The on-site manager suggested a change to the design of a siphon vault that improved the facility, simplified the work and reduced project cost. In short, it was a positive cost-saving measure, appreciated by the entire project team.

To SAK's credit, the work site was kept relatively neat and clean. No debris was allowed to enter the adjoining water bodies and the environmental restrictions were respected. The crews were considerate of local traffic and no safety violations were noted. Best management practices were evident and in force throughout the project term.

In general and overall, we rated SAK's performance as excellent. We will certainly welcome the company's participation in future projects and we recommend their services when cured-in-place pipe (CIPP) liners are desired.

Sincerely,

Wayne E. Lee, P.E.
City Engineer



"Over 60 Years of Quality Service"

February 15, 2016

Mr. Anthony Aderhold
SAK Construction, LLC
864 Hoff Road
O'Fallon, MO 63366

RE: P66 Wood River Refinery Wood Stave Lining Project

Dear Mr. Aderhold,

I like to reach out to Management of new companies that we work with, when a safe and successful job is completed. Your work was performed in extreme conditions, under a tight timeframe, while following excessive permitting and safe work regulations. We appreciate your crews' willingness to discuss, communicate, and adhere to our request. It was obvious that your company expects the same goals that we demand, which are sending everyone home in the condition they showed up in while delivering exceptional quality work. It was a pleasure doing business with you.

Sam Walter
WCI Site Manager
P66 Wood River Refinery
Sam.walter@widmanconstruction.com
Office 255-2288 cell 618-779-3128



CITY OF ORLANDO

TO: Clayton Washburn – General Manager, Southeast Region

FROM: Robert W. Faris, Construction Inspector III

DATE: July 7, 2016

SUBJECT: SAK's workmanship on the L.B. McLeod Rd CIPP Lining Project

Clayton,

I wanted to tell you what a great job SAK performed for the City of Orlando on the L.B. McLeod Rd. project. It was a pleasure to work with professionals that understand all aspects of what it takes to put a successful project together. In my line of work, I encounter more contractors that try cutting corners by not meeting the design specifications and/or compromising on safety to make a dollar. I am pleased to say that this project was handled by two professionals in the trade.

Leo Calvario, the Project Manager, was always on top of any issues that arose during construction. Leo was quick to resolve problems, mobilized support personal as needed, and provided excellent documentation to support change orders and/or quotes. He handled a lot of adversity on this particular project, which was of no fault to SAK's execution of the designed plans. Leo is an excellent example of how a Project Manager should operate.

Brad Schenning, the Superintendent, is one of the best I have encountered during the 34 years that I have worked for the City of Orlando. He has great "Can Do" and "Get it Done" attitude. I have had the pleasure of working with him on several jobs now, and first-hand how supervising is a lot more than directing someone to do something. Brad is hands-on and leads by example in the field. He knows the trade, manages crews well, and never lets problems become the client's problem. He spends a great deal of time getting to know the work site and current conditions so he can plan the CIPP installations properly and be a smooth operation.

It is my hope that SAK continues to bid and work on projects with the City of Orlando.

TAHOE-TRUCKEE SANITATION AGENCY



A Public Agency
13720 Butterfield Drive
TRUCKEE, CALIFORNIA 96161
(530) 587-2525 • FAX (530) 587-5840

Directors

O.R. Butterfield
Dale Cox
Erik Henrikson
S. Lane Lewis
Jon Northrop

General Manager
Marcia A. Beals

26 January 2015

Mr. Boyd Hirtz
SAK Construction, LLC
864 Hoff Road
O'Fallon, MO 63366

RE: 2014 Truckee River Interceptor Rehabilitation Project (TRIRP)

Dear Mr. Hirtz

I would like to take this opportunity to compliment SAK Construction, LLC, and their subcontractors, Munson Pump Services and Almendariz Consulting, Inc. on the quality of their work and the professionalism with which they performed their work on the recently completed TRIRP project.

This project involved numerous stakeholders and regulatory agencies and had to be completed in a very tight timeframe. SAK and its subcontractors were very responsive to the environmental sensitivity of completing such a project in such close proximity to the Truckee River in the North Lake Tahoe area; were cognizant of the interests and concerns of various business and home owners affected by the project; were quick to respond to unforeseen challenges when called upon with short notice; assigned highly qualified, professional staff to the project, and ultimately produced a superior work product.

It was a pleasure to work with you.

Sincerely,

Marcia A. Beals
General Manager

MAB:ct

cc: Mr. Joe Feuerborn, SAK Construction, LLC
Mr. Jason Munson, Munson Pump Services
Mr. Eric Russo, Almendariz Consulting

Anderson-Cottonwood Irrigation District

Brenda Haynes, President
Audie Butcher, Vice President
Robert Blankenship, Director

2810 Silver Street, Anderson, Ca. 96007
(530) 365-7329 – Fax: (530) 365-7623
www.andersoncottonwoodirrigationdistrict.org

Duane Miller, Director
Kayle Spoon, Director
Stan Wangberg, GM/Sec

December 17, 2015

Mr. Ryan Broyles
Operations Manager West - Rehab Division
SAK Construction
4253 Duluth Avenue
Rocklin, California 95765

Dear Mr. Broyles:

The Board of Directors and management of Anderson-Cottonwood Irrigation District would like to express our sincere appreciation for SAK's performance during implementation of our recent Clear Creek siphon rehabilitation project.

You and your colleagues and crew did an excellent job throughout this important and very difficult project and delivered an excellent work product. For the District, the successful repairs to the minor pipelines at Laterals 35 and 37 were an added bonus to completion of the Clear Creek job, and we sincerely appreciate your willingness to address these pipelines while you were in the area.

Thank you for your efforts and we look forward to the possibility of teaming up with SAK in the future.

Sincerely,


Brenda Haynes, President


Stan Wangberg, General Manager



DENVER
THE MILE HIGH CITY

Department of Public Works
Engineering Division
Wastewater Capital Projects Management

2000 West Third Avenue
Denver, CO 80223
www.denvergov.org/PublicWorks

March 17, 2011

MEMORANDUM

TO: Christine Downs, Debra Baca, Daelene Mix, Justin Schmitz, Mark Lomax, Rene Padilla, Borlande Robertson, Kevin Smolka, Donald Eva, Pam Babjack, Tim Cullen, Ricky Laws, Ken Magee, Rand Peterson and David Shaw

FROM: Rick Zimmat, Project Manager

SUBJECT: 17th & Colorado Blvd. Closure and Critical Sanitary Sewer Rehabilitation

I'd like to thank everyone for job well done! I appreciate everyone's patience and diligence in formulating and implementing a very successful plan. Christine Downs, Debra Baca and Daelene Mix did a great job with the public outreach. Justin Schmitz, Mark Lomax and Renee Padilla fine tuned the detour plans that kept traffic moving around this massive closure without a single complaint. American Sign company expertly executed the traffic control plans and kept traffic moving smoothly through the very large, high volume detour utilizing Detective Kevin Smolka's expert UTC staff. SAK Construction with Maverick Pump Services and Spectrashield Liner Systems accomplished all our goals working around the clock to successfully complete badly needed repairs to 1000 linear feet of 27" sanitary sewer main, 1000lf of 10 and 8 inch sewer main, as well as associated manholes, in one of the busiest intersections in Denver. Pam Babjack and the WCPM project inspectors Tim Cullen, Ricky Laws, Ken Magee, Rand Peterson, and Dave Shaw worked tirelessly around the clock to ensure public safety and a high quality repair.

All of your collective efforts made these necessary repairs both successful and cost effective, while greatly improving the public's safety. Thank you!



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Tuesday, September 28, 2021** at 12:15 a.m. Eastern Time. Please [contact NSF](#) to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsComponents/Listings.asp?Company=0L190&Standard=061&>

NSF/ANSI/CAN 61 Drinking Water System Components - Health Effects

NOTE: Unless otherwise indicated for Materials, Certification is only for the Water Contact Material shown in the Listing. Click here for a list of [Abbreviations used in these Listings](#). Click here for the definitions of [Water Contact Temperatures denoted in these Listings](#).

Sanexen Environmental Services Inc.

9935, de Châteauneuf
Entrance 1 - Bureau 200
Brossard, QC J4Z 3V4
Canada
800-263-7870
450-652-9990

Facility : Brossard, Québec, Canada

Protective (Barrier) Materials

Trade Designation	Water Contact Size Restriction	Water Contact Temp	Water Contact Material
Pipe Liner - Immediate Return to Service [G]			
ALTRA 10[1] [4]	6" - 12"	CLD 23	MLTPL

ALTRA 10X[1] [3]	>= 4"	CLD 23	MLTPL
ALTRA2[1] [2]	>= 14"	CLD 23	MLTPL
Aqua-Pipe 14+[1] [2]	>= 14"	CLD 23	MLTPL
Aqua-Pipe EX[1] [3]	>= 4"	CLD 23	MLTPL
Aqua-Pipe PU[1] [4]	6" - 12"	CLD 23	MLTPL

[1] Evaluated for Immediate Return to Service.

[2] This product requires the following cure time, temperature, and flush:

Day 1: Cure at 65° C and 25 psi water pressure for 2 hours when using APH01 or for 4 hours when using APH02, followed by a cool-down period of 18 hours at ambient temperature.

Day 2: Flush at 2.8 liters per minute for 24 hours at ambient temperature.

Day 3: Cure for 24 hours at ambient temperature.

[3] This product requires the following cure time, temperature, and flush:

Day 1: Cure 30 minutes [APR01 and APH01 system] at 65° C and 25 psi water pressure, then a cool-down period for 18 hours at ambient temperature.

Day 2: Flush at 2.8 liters per minute for 24 hours at ambient temperature.

Day 3: Cure for 24 hours at ambient temperature.

[4] This product requires the following cure time, temperature, and flush:

Day 1: Cure 30 minutes [APR01 and APH01 system] or 4 hours [APR01 and APH02 system] at 65°C and 25 psi water pressure, then a cool-down period for 18 hours at ambient temperature.

Day 2: Flush at 2.8 liters per minute for 24 hours at ambient temperature

Day 3: Cure for 24 hours at ambient temperature

[G] Product is Certified to NSF/ANSI 372 and conforms with the lead content requirements for "lead free" plumbing as defined by California, Vermont, Maryland, and Louisiana state laws and the U.S. Safe Drinking Water Act.

Number of matching Manufacturers is 1

Number of matching Products is 6

Processing time was 0 seconds



Marsh & McLennan Agency LLC
825 Maryville Centre Drive, Suite 200
St. Louis, MO 63017
+1 314 594 2700
MarshMMA.com

July 13, 2021

Attn: Harry Miller
SAK Construction, LLC
864 Hoff Road
O'Fallon, MO 63366

RE: SAK Construction, LLC
Workers' Compensation Experience Modification

Dear Harry:

Your Experience Modification Rating Factor for the past three years is as follows:

Effective 8-2-2021 .58

Effective 8-2-2020 .54

Effective 8-2-2019 .56

Sincerely,

A handwritten signature in cursive script that reads "Diane Stiehl".

Diane M. Stiehl, CISR
Senior Account Manager

SAK Construction Safety Record Form

SAK Construction
864 Hoff Road
O'Fallon, MO 63366
Telephone: 636-385-1000
Fax: 636-385-1100



Prepared by/title: Harry Miller, Safety Director

Date prepared: 1/20/2021

Experience Modification Rates (EMR)

Year	Experience Modification Rate (EMR)
2010-2011	0.97
2011-2012	0.80
2012-2013	0.76
2013-2014	0.77
2014-2015	0.70
2015-2016	0.65
2016-2017	0.61
2017-2018	0.53
2018-2019	0.54
2019-2020	0.56

OSHA Incidence Rates

Year	Total Recordable Incidents	Total Hours Worked	OSHA Incidence Rate(RIR)
2009	5	191,456.26	5.2
2010	7	343,552.61	4.1
2011	16	520,464.03	6.1
2012	10	559,513.91	3.6
2013	12	612,328.92	3.9
2014	11	680,335.32	3.2
2015	13	749,758	3.5
2016	10	899,379	2.2
2017	12	956,649	2.5
2018	7	1,018,297	1.4
2019	11	1,084,999	2.0
2020	9	1,071,038	1.7

DART- Days Away, and Restricted or Transferred

Year	DART Cases	Total Hours Worked	DART Incidence Rate
2009	2	191,456.26	2.1
2010	5	343,552.61	2.9
2011	13	520,464.03	5.0
2012	6	559,513.91	2.1
2013	7	612,328.92	2.3
2014	6	680,335.32	1.8
2015	6	749,758	1.6
2016	3	899,379	0.7
2017	11	956,649	2.3
2018	2	1,018,297	0.4
2019	2	1,084,999	0.4
2020	5	1,071,038	0.9

Lost Workday Cases

Year	LWD Cases	Total Hours Worked	LWD Incident Rate
2009	0	191,456.26	0.00
2010	1	343,552.61	0.58
2011	7	520,464.03	2.69
2012	1	559,513.91	0.36
2013	4	612,328.92	1.31
2014	2	680,335.32	0.59
2015	2	749,758	0.53
2016	3	899,379	0.67
2017	4	956,649	0.84
2018	0	1,018,297	0.00
2019	1	1,084,999	0.18
2020	5	1,071,038	0.93

Incident Rates are Calculated using this formula: # Cases X 200,000 / Man Hours Worked

SAFETY AND ACCIDENT PREVENTION PLAN

Jerry Shaw
President



SAKTM

Pipeline Infrastructure. Solved.TM

SAFETY AND ACCIDENT PREVENTION PLAN TABLE OF CONTENTS

Health & Safety Commitment

Tunnels, Shafts and Blasting Procedures

Respiratory Protection Program

Inspections

Lockout/Tagout – Energy Control Program

Accident Reporting and Investigation Plan

Confined Space Entry Program

Ventilation Compliance Program

Electrical Safety Plan

Hot Work Permit Program

Fire Protection and Prevention

Hazard Communications Program (HAZCOM)

Fall Protection Plan

Personal Protective Equipment (PPE) Program

Trench & Excavation Program

Appendixes

1. Safety Enforcement Procedures
2. Safety Recognition Program
3. Code of Safe Practices
4. Cell Phone Policy
5. Drug Free Workplace and Substance Abuse Policy
6. DOT Substance Abuse and Alcohol Misuse
7. Tunnel Evacuation Procedures
8. Accident Reporting Procedures
9. Backing Techniques
10. Hazardous Materials Emergency Action Plan



HEALTH & SAFETY COMMITMENT

SAK Construction, LLC is committed to providing a safe and healthy workplace for all our employees.

SAK Construction, LLC will strive to comply with all relevant government regulations regarding personal health and safety. We will encourage good safety habits in every aspect of our Company's activities by maintaining an effective accident prevention program. This program will provide training and control exposure to hazardous situations both on the jobsite and at home. In every activity of our business, we expect a commitment to safety and active participation of every employee in our comprehensive safety effort.

In all our activities, the health and safety of our people is not to be compromised or placed at risk for any reason.

A handwritten signature in black ink, appearing to read "Jerry P. Shaw".

Jerry P. Shaw

President

SAK Construction, LLC

Employee Signature

TAB 5 - VALUE ADD

Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

VALUE – ADD

SAK's Shotcreting Process:

The shotcreting process involves using air pressure to spray wet or dry concrete at a velocity sufficient to make the sprayed material adhere to targeted surfaces. Because shotcrete adheres well to varying types of surfaces, SAK frequently uses it in tunnel construction and pipe installation, sewer rehabilitation and repair, soil stabilization, and temporary or permanent excavation support.

Another key use for shotcrete is in the repair of the aging culverts that are common throughout many parts of the U.S. Many culverts are constructed from galvanized steel that rusts and deteriorates with time. Unattended, these culverts may fail and collapse, with potentially devastating consequences to the community. By appropriately applying shotcrete to a deteriorated culvert, SAK can increase its dependability and strength, with minimal restrictions to flow volumes.

SAK's SPR Process:

SPR is a spiral, machine wound pipe renewal process in which a co-extruded, interlocking PVC profile strip is wound to form a new pipe inside the host pipe, which is then grouted in place. SPR provides a customer structural solution for deteriorating pipelines 60-inches in diameter and larger, regardless of whether the host pipe is round, arch, box, oval, or another shape. The process allows for the rehabilitation of difficult to access large diameter pipes with little to no excavation, and a very small worksite footprint above ground. The smooth interior of the new PVC pipe allows SAK to give clients enhanced flow characteristics that provide flow capacity equal to or greater than the old host pipe.

SAK's Semi-Trenchless Large Diameter Sliplining:

SAK's large diameter sliplining process is semi-trenchless, requiring only minimal excavation for installation of access pits at insertion locations and smaller shafts or excavations for reinstatement of lateral connections.

SAK uses several different types of pipe material to slipline large diameter liner pipe into deteriorated host pipe. The materials and processes used vary, and generally depend on the specific needs of a project. Generally, the process involves using hydraulic jacks in an insertion pit to push a new, factory-made pipe into place. Sliplining is completed "train-style," one section at a time, until the entire line segment is completely laid out. Finally, the annular space remaining between the host pipe and the sliplined pipe is grouted using a low strength, cement-like material. This locks the new pipe in place and eliminates the annular space.

Large diameter sliplining often provides cost-effective solutions to pipeline problems when slightly reduced pipe diameter is not a concern. Another major benefit of sliplining is that it can usually be done without bypass pumping or diverting an existing live flow from the line. Interceptor pipelines in heavily congested areas or difficult-to-dig locations are ideal candidates for large diameter sliplining.

SAK's Large Diameter Tunnel Boring Capabilities:

Large diameter tunneling, which is suitable for any soil condition, accommodates a wide size and scope of projects, and is often required for sewer line, water line or storm drain installation; it is also utilized for other types of projects that exceed the capabilities of auger-boring equipment and conventional open-trench construction.

SAK Construction has the expertise and equipment to handle large diameter tunneling needs for installing water, wastewater and stormwater pipelines, from 4-foot diameter to 32 foot arch-shaped SEM Tunnels. SAK has the ability to perform "soft-ground" tunneling, "soft-rock" or "hard-rock" tunneling, utilizing one of our many tunnel boring machines. Additionally, SAK has the expertise to construct "hand-mined" tunnels in many different soil types for starter tunnels, tail tunnels, utility tunnels, road crossing tunnels, and connecting tunnels for structures.

Appendix C
ADDITIONAL REQUIRED DOCUMENTS

- DOC #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy
- DOC #2 Antitrust Certification Statements (Tex. Government Code § 2155.005)
- DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
- DOC #4 Texas Government Code 2270 Verification Form
- DOC #5 Felony Conviction Notification

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- ☒ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- ☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

9/22/2021

Date



Authorized Signature & Title, Boyd Hirtz, President

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company

SAK Construction, LLC

Contact


Signature

Boyd Hirtz

Printed Name

President

Position with Company

Address

864 Hoff Road

O'Fallon, MO 63366

**Official
Authorizing
Proposal**


Signature

Boyd Hirtz

Printed Name

President

Position with Company

Phone

636.385.1000

Fax

636.385.1100

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:

https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2021-804412

Date Filed:
09/21/2021

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

SAK Construction, LLC
O'Fallon, MO United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Region 4 Education Service Center

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

22-04
Trenchless Technology Rehabilitation and Related Products and Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Kalishman, Thomas	O'Fallon, MO United States	X	
	Affholder, Robert	O'Fallon, MO United States	X	
	Shaw, Jr. , Jerome	O'Fallon, MO United States	X	
	Hirtz, Boyd	OFallon, MO United States		X
	Archibald, Roger	O'Fallon, MO United States		X

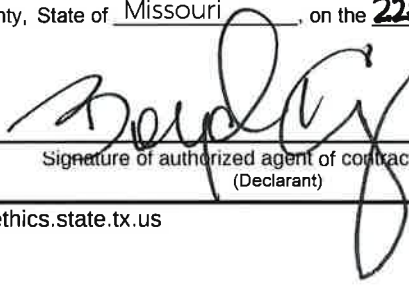
5 Check only if there is NO Interested Party.☐**6 UNSWORN DECLARATION**

My name is Boyd Hirtz, and my date of birth is 12/25/1962.

My address is 20 Hoffman Hills Dr., Wentzville, MO, 63385, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in St. Charles County, State of Missouri, on the 22nd day of September, 2021.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Boyd Hirtz, as an authorized representative of

SAK Construction, LLC, a contractor engaged by

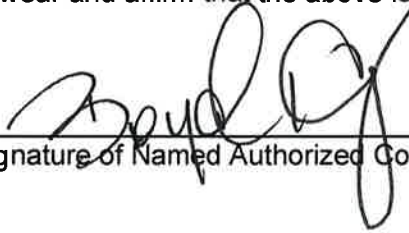
Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.


Signature of Named Authorized Company Representative

9/22/2021
Date

FELONY CONVICTION NOTIFICATION

Section 44.034, Texas Education Code, 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."

This Notice is Not Required of a Publicly-Held Corporation

CRIMINAL HISTORY REVIEW OF CONTRACTOR EMPLOYEES

Offeror shall review §22.0834, Texas Education Code and 19 Texas Administrative Code §§153.1101 and 153.1117 regarding criminal history checks of school contractor employees. The rules define continuing duties related to contracted services, direct contact with students, covered contract employee and other relevant terms within the statute.

Except as otherwise provided herein, Offeror will obtain and certify in writing, before work begins, that the Offeror has received all criminal history record information that relates to an employee, applicant, agent or Subcontractor of the Offeror/Contractor or Subcontractor, if the person has or will have continuing duties related to the contracted services, and the duties are or will be performed on Region 4 ESC's, or Participating Public Agency as applicable to the Texas Education Code, property where students are regularly present or at another location where students are regularly present. Awarded Offer(s) shall assume all expenses associated with the background checks and shall immediately remove any employee or agency who was convicted of, receive probation for, or received deferred adjudication for any felony as outlined below or any misdemeanor involving moral turpitude, from Region 4 ESC's property or other location where students are regularly present.

Offeror/Contractor or sub-contractors may not work on Region 4 ESC's, or Participating Public Agency where the Texas Education Code may be applicable, property where students are present when they have been convicted, received probation, or deferred adjudication for the following felony offenses:

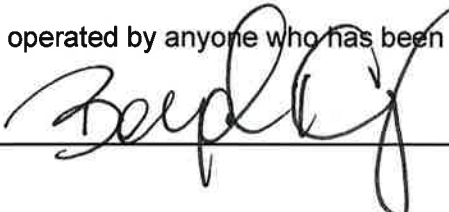
1. Any offense against a person who was, at the time the offense occurred, under 18 years of age or enrolled at a public school;
2. Any sex offense;
3. Any crimes against persons involving:

- a. Controlled substances; or
 - b. Property; or
4. Any other offense Region 4 ESC, or Participating Public Agency where the Texas Education Code may be applicable, believes might compromise the safety of students, employees or property.

I, Boyd Hirtz, as an authorized representative of

SAK Construction, LLC, the Offeror verify that:

A. My company is **not** owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official:  Date: 9/22/2021

B. My company is **owned** or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): N/A

Details of Conviction(s) : N/A

Date: N/A

C. My company is a **publicly held** corporate, therefore, this reporting requirement is not applicable.

Signature of Company Official: N/A Date:



BID/PROPOSAL SIGN IN SHEET

22-04 Trenchless Technology

Tuesday, October 5, 2021, 2:00 PM CST

	Name of Company	Printed Name	Signature
1	Region 4 ESC	Robert Zingelmann	
2	Region 4 ESC	Emma McGarity	
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			



BID/PROPOSAL RECEIPT LIST

22-04 Trenchless Technology

Tuesday, September 5, 2021

2:00 PM CST

	Received Bid/Proposal - Name of Company	Description of Receipt (# of boxes and/or Envelopes)	Date and Time Received
1	SAK Construction		
2	Corby Air Services Inc.		
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			

17			
----	--	--	--



PRE-BID/PROPOSAL SIGN IN SHEET

RFP# 22-04 Trenchless Technologies

Thursday, September 9, 2021, 2:00 PM CST

	Name of Company	Printed Name	Signature
1	Region 4 ESC	Crystal Wallace	
2	Omnia Partners	Jessica Goforth	
3	SAK Construction, LLC	Charlie Kuhnmuench	
4	Corby Energy Services, Inc.	David Carpenter	
5	SAK Construction, LLC	Christa Cope	
6	SAK Construction, LLC	Ryan Hogenmiller	
7	HammerHead Trenchless	Nara Nugent	
8	Omnia Partners		
9	Prism Contractors & Engineers, Inc.	Tami Chatterton	
10			
11			
12			
13			
14			
15			
16			
17			



Village of Palm Springs

Executive Brief

AGENDA DATE: January 12, 2023

DEPARTMENT: Utilities

ITEM #6: Submersible Pump Purchase - Utilities Department (FY 2023 Budget Funded - Water & Sewer Enterprise Fund) - PSI Technologies, Inc.

SUMMARY: As a result of replacing the pumps with new, more reliable, and more efficient pumps that are standard within the Water Plants, the Village will be able to save considerable amounts of money (as a result of lower electricity costs, staff maintenance costs, etc.). In addition, our utility customers will benefit from improved operational efficiency.

To ensure the lowest possible price and to standardize the types of pumps, accessories, and repair services utilized within our utility processes, the Village issued an Invitation to Bid (ITB) and awarded contracts to three (3) qualified vendors - PSI Technologies, Inc., Hudson Pump & Equipment, and Wastewater Solutions, LLC on June 9, 2022. The Village of Palm Springs selected a vendor through a competitive selection process – Submersible Wastewater Pumps, Accessories, and Service (ITB #2022B-010 - March 31, 2022).

The Village agreed to the three vendors' terms, conditions, and pricing. The duration of each contract expires on June 9, 2025, with a renewal option to extend two additional one (1) year terms.

Through the existing agreement with PSI Technologies, the staff was able to obtain the following proposed cost for the purchase of three (3) submersible pumps:

<u>Item:</u>	<u>Amount:</u>
Main WTP MIEX Transfer Station Pumps (3 Pumps) PSI Technologies	\$59,220.00
<i>Total</i>	\$59,220.00

As part of the approved Water & Sewer Fund budget for FY 2023, MIEX Transfer Pumps were funded.

The proposed quotes were prepared by PSI Technologies and reviewed by the Utilities Superintendent, Assistant Utilities Director, Utilities Director, and Finance Director.

The Village has worked with the proposed vendors previously, and they have provided excellent service and quality products.

FISCAL IMPACT:

Funds to support the proposed purchase are available within the FY 2023 Budget - Water & Sewer Enterprise Fund. The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

ATTACHMENTS:

1. Main WTP MIEX Transfer Station Quote - PSI Technologies, Inc.



PSI Technologies Inc

3520 Investment Lane Unit #3

Riviera Beach, Florida 33404

Phone: 561-660-0022 Email: tom@psi-techinc.com

Effluent Transfer Pump - Quotation

Company:	Village of Palm Springs Utilities	Date:	12-14-22
Contact:	Dave Burgin	Quote#:	TK1215-2022
Street:	226 cypress In.	Quote Valid:	30 Days
CSZ:	Palm Springs Fl.	Terms:	30 Days
Phone:	561-635-4282	Shipping:	Included
Email:	dburgin@vpsfl.org	Prepared By:	Thomas Kalinski

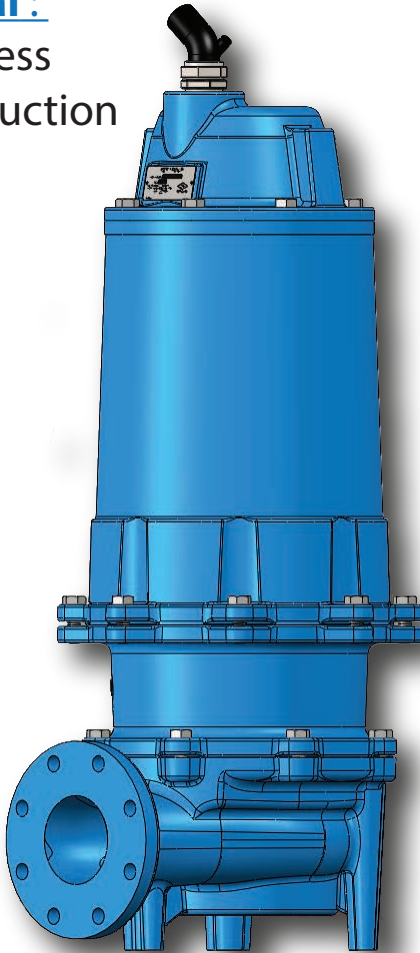
Quantity	Description	Unit Price	Total Price
	Based on Condition of service – 1400 GPM @ 78' TDH		
	Electrical – 460V/3 PH		
1	KEEN pump model # K6VB400M4-43 - 6" Submersible Pump, 40 HP, 1740 rpm 460V / 3phase / 61.1 FLA - w/40' Power & Thermal Cable, 11.00" impeller, impeller and volute coated with ENECON ceramic coating, includes SS Lifting Bail	\$19,740.00	\$19,740.00
	Lead Time / 2-3 weeks		
	Delivery Included		
	Total		\$19,740.00

Accepted By / Date: _____

K6VB(X)

6" Submersible, Enclosed Impeller
(Class 1, Div. 1, Groups C & D Hazardous Location)

Optional:
All Stainless
Steel Construction



CERAMIC COATED VORTEX IMPELLER

- Superior Abrasion Resistance
- Allows The Pump To Operate Better In Any Pressure Or Flow Condition

CERAMIC COATED VOLUTE

- Holds Up to Wear On Inside of Volute Casting Case

STANDARD MOTOR CONSTRUCTION

- Class H Laminations (Standard)

MOTOR GROUND RING PROTECTION

- Allows Motor To Operate With VFD Without Damaging Bearings and Motor
- Ground Ring Safely Diverts Harmful Voltages Away From Bearings

DOUBLE ROW LOWER BEARINGS

- Heavy Duty Bearings Handle The Toughest Applications of High Pressure and Flow Rates

BEST MOTOR CONSTRUCTION

- Class "N" (392° F) Highest Temperature
- Motor Will Not Overheat In Continuous Applications

CAPABILITIES:

- Flows----- to 2250 GPM
- Heads----- to 155 Feet
- HP Range----- 3 - 60 HP
- Voltage / Phase Options----- 208 / 230 / 460 / 575V, 3 Phase
- Discharge Connections----- 6" ANSI Class 125 Horizontal Flange
- Motor Speeds----- 870 / 1150 / 1750 RPM
- Solids-Handling----- 3-1/2"
- Impeller----- Balanced, Enclosed, 2-Vane
- Motor Service Factor----- 1.20

Features and Benefits

K6VB(X)

Keen Pump's Bearing Protection Program



- Keen's Motor Grounding Ring protects the motor from harmful shaft voltages produced by VFD drives.

- Safely conducts the harmful voltages to the grounding ring adding protection for the bearings and extended life.

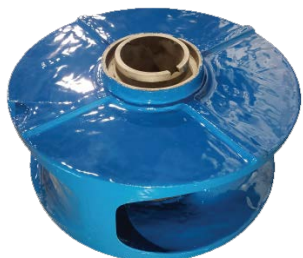
Double Row Bearings



- Heavy Duty Bearings to handle the toughest performances.

- High Pressures
- High Flows

- Handles both Axial and Radial loads in both directions at the same time.
- Double Row Angular Ball Bearings have two rows of balls arranged back-to-back.

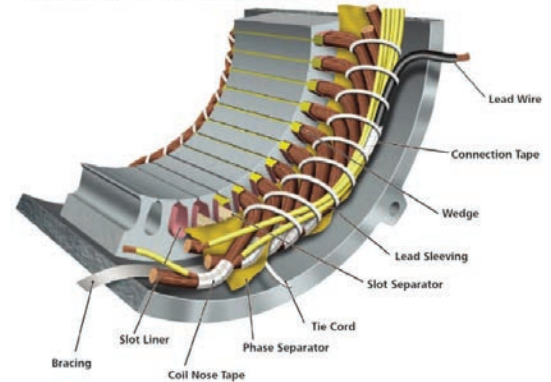


Ceramic Coating

The ultimate indestructible ceramic coated impellers and volutes for Keen's Solids Handling pumps. This allows the pump to operate in any condition without any problems! Impressive sand, grit, abrasion and cavitation resistance!

Heavy Duty Motor

Applications in Electric Motors:



- Introducing New Premium Class "N" Motors for Keen's Large Grinders and Solids Handling pumps.
- Highest temperature construction (200 degrees celcius) for motors
- Class "N" Construction is the best in the industry. Protects your motor from over heating and provides extended motor life. Motors are operating at higher temperatures due to:
 - Longer run times
 - Motor housing not submerged
 - Continuous

Castings

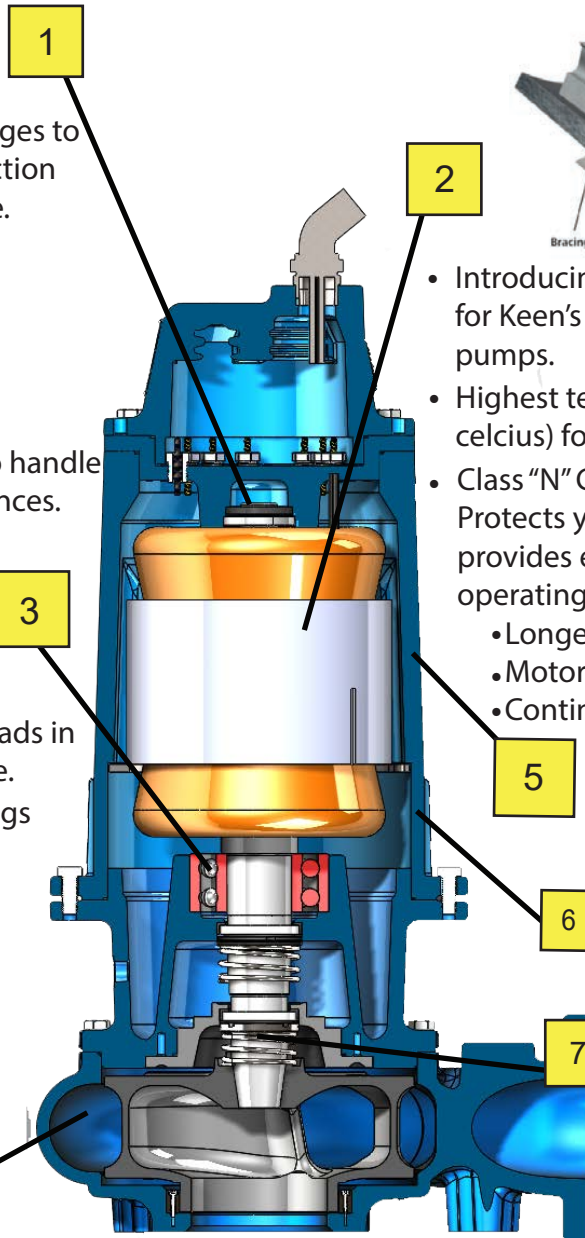
- ASTM - Class 35 high tensile strength castings.

Durable Powder Coat Finish

- Holds up to the toughest environmental conditions.

Dual Shaft Seals

- Twice the protection quality silicon carbide faces, viton elastomers, stainless steel construction.



471 US HWY 250 East · Ashland, Ohio 44805
419.207.9400 fax 419.207.8031
www.keenpump.com



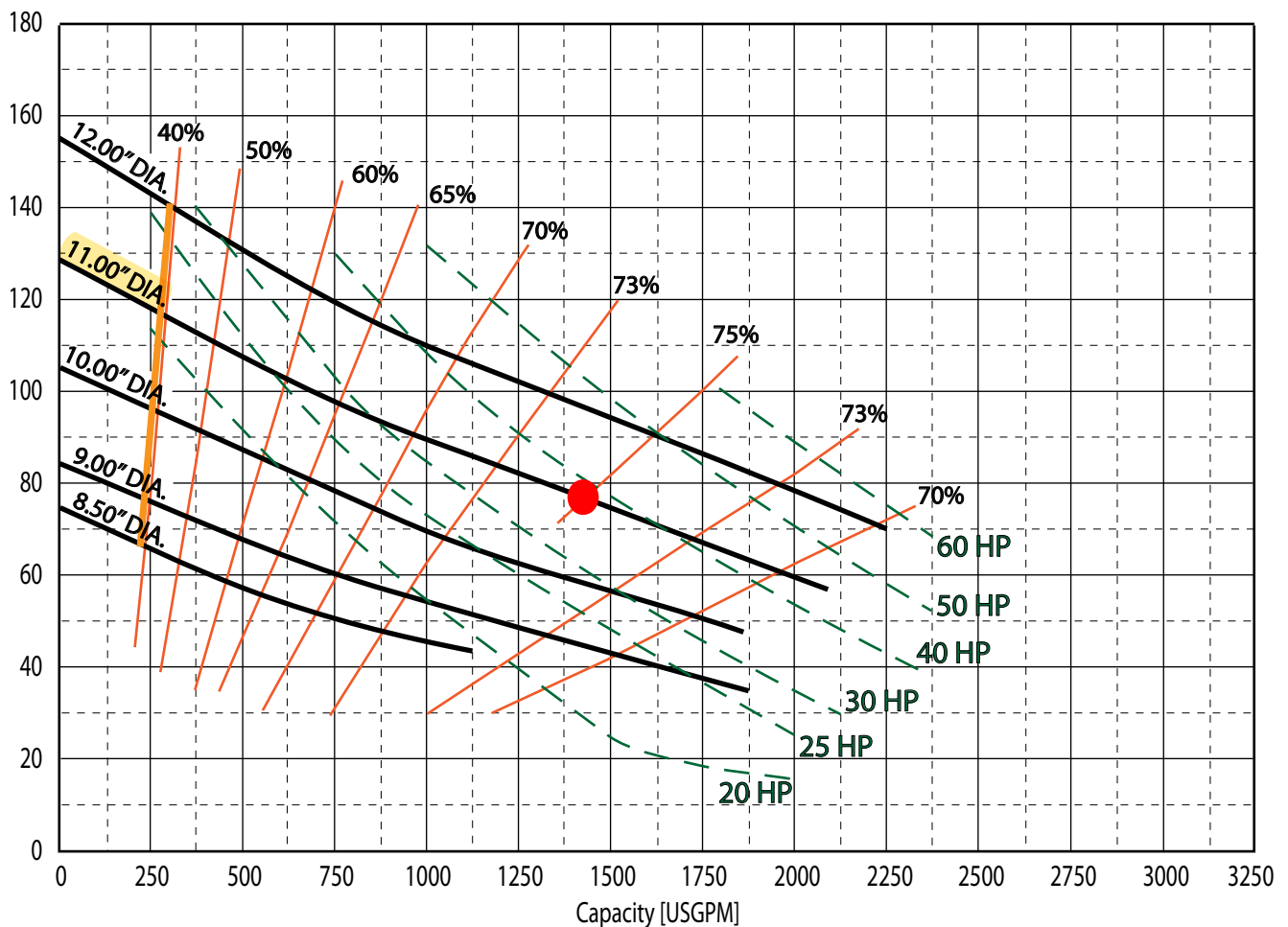
Section
Date

ENCLOSED
Nov. 2021

Pump Series	K6VB		6" SUBMERSIBLE SEWAGE PUMPS		
Speed	1750 RPM	Discharge	6"	Solids	3-1/2"

GPM: 1400 TDH: 78

Head / [Ft]



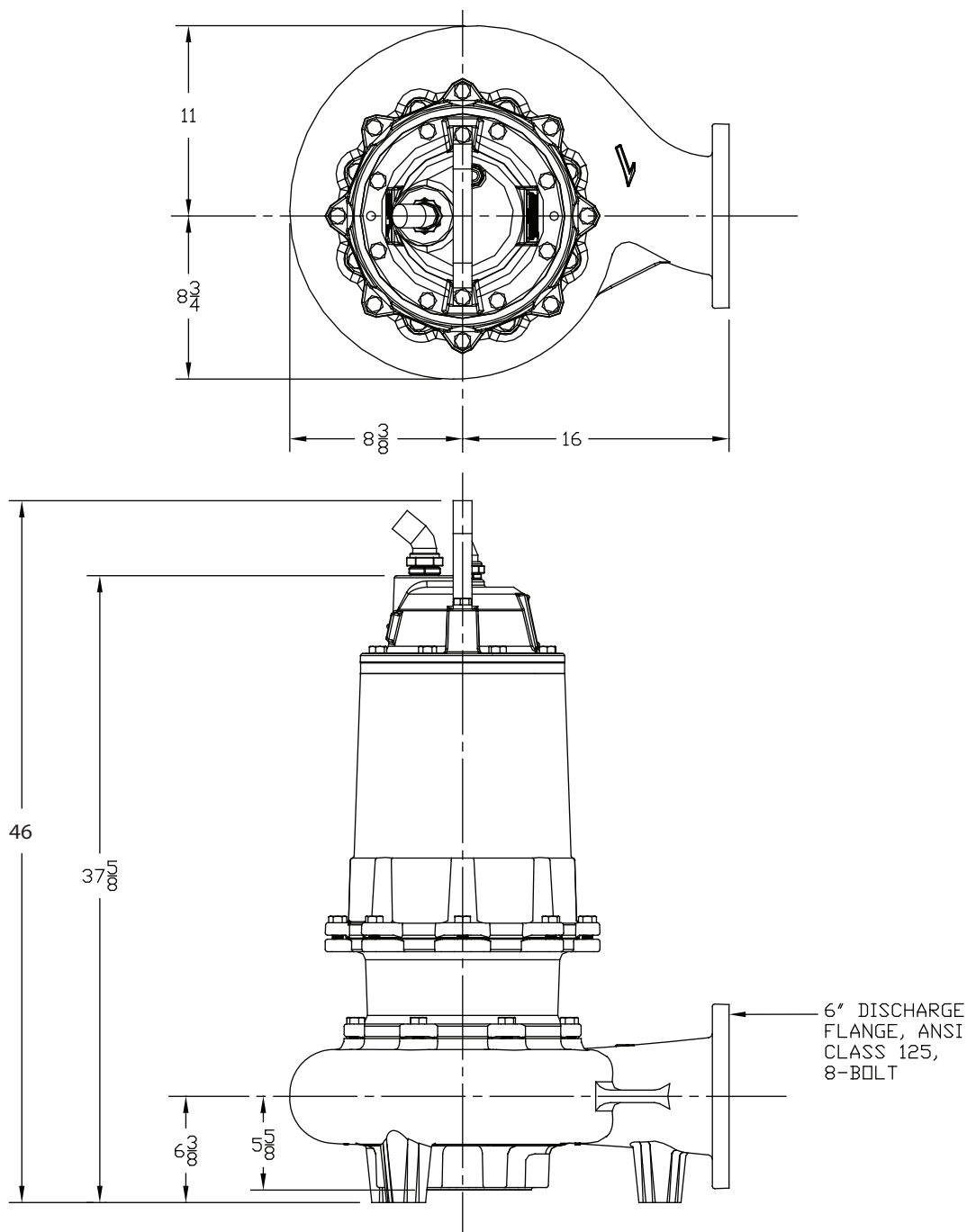
The curves reflect maximum performance characteristics without exceeding full load.
Operation is recommended in the bounded area with operational point within the curve limit.
Performance curves are based on actual tests with clear water at 70° F and 1280 feet site elevation.

Pump Series

K6VB

6" SUBMERSIBLE SEWAGE PUMPS

DIMENSIONAL DATA



Note: All dimensions in inches unless noted.

Dimensions may vary due to normal manufacturing tolerances.

File: K6VB Dimensions

Pump Model: **K6VB****Physical Data:**

Discharge Size	ANSI 6" Horizontal
Solids Size	3-1/2"
Impeller Type	Balanced, Enclosed, 2 Vane
Power/Control Cable Length	40' Standard
Paint	Blue, Water Reducible Enamel, One Coat, Air Dried – Impeller & Inside Volute - Ceramic Coated For Abrasion Resistance

Motor Construction:

Motor Type	Enclosed Submersible Oil Filled
NEMA Insulation Code	Class H (Optional - Class N)
Service Factor	1.2
NEMA Design Type	B (3Ø) L (1Ø)
Single Phase Configuration	External Start and Run Components if Applicable
Motor Protection	Thermal Sensors Embedded in the Windings
Maximum Stator Temperature	Class H: 356°F (180°C) Class N: 392°F (200°C) - Optional
Power Cord Type	SOOW - 600V, 90° C; Type W - 2000V, 90° C
Control Cord Type	16-4 or 18-5 - SOOW - 600V, 90° C

Materials of Construction:

Cord Entry	Cast Iron, ASTM A48, Class 35
Motor Housing	Cast Iron, ASTM A48, Class 35
Bearing Housing	Cast Iron, ASTM A48, Class 35
Volute	Cast Iron, ASTM A48, Class 35 / Ceramic Coated Inside
Wear Ring	Bronze, CDA 836
Impeller	Ductile Iron, ASTM A536, 60-40-18 / Ceramic Coated
Shaft	ANSI 400 Stainless Steel
Inboard Mechanical Seal	Silicone Carbide / Silicone Carbide / Viton Elastomers
Outboard Mechanical Seal	Silicone Carbide / Silicone Carbide / Viton Elastomers
Fasteners	ANSI 18-8 Stainless Steel
O-Rings	Nitrile Rubber
Upper Bearing	Conrad Style Single Row Deep Groove Ball Bearing
Lower Bearing	Conrad Style Double Row Angular Contact Ball Bearing
Labyrinth Seal	Bronze, CDA 836



Section ENCLOSED

Dated MAY 2013

Pump Model: **K6VB – 1750 RPM**

Thermal Data:

Maximum Liquid	140° F (60° C) Intermittent
Maximum Stator	311° F (155° C)
Heat Sensor	Open: 257° F (125° C) Max. / 239° F (115° C) Min.
	Closed: 194° F (90° C) Max. / 119° F (48° C) Min.
Oil Flash Point	390° F (199° C)

Electrical Data:

Electrical Data:				
RPM	1750			
Electrical Ratings	Heat Sensor	24VDC 5AMPS	115VAC 5AMPS	230VAC 5AMPS
	Seal Fail	300VAC 5mAMPS		
Voltage Tolerance	± 10%			

HP	Voltage	Phase	NEC Code	Service Factor	Full Load AMPS	SF Amps	Locked Rotor AMPS	Run KW	Start KVA	Run KVA
15	208	3	H	1.2	50.8	61.0	277.2	16.5	99.7	18.3
	230				45.8	54.9	249.7			
	460				22.9	27.5	124.9			
	575				18.3	22.0	99.9			
20	208	3	E	1.2	69.3	83.2	277.2	22.4	99.7	25.0
	230				62.4	74.9	249.7			
	460				31.2	37.5	124.9			
	575				25.0	30.0	99.9			
25	208	3	G	1.2	78.5	94.2	417.6	25.5	150.3	28.3
	230				70.7	84.9	376.2			
	460				35.4	42.4	188.1			
	575				28.3	33.9	150.5			
30	208	3	F	1.2	104.4	125.3	417.6	33.8	150.3	37.6
	230				94.1	112.9	376.2			
	460				47.0	56.4	188.1			
	575				37.6	45.1	150.5			
40	208	3	E	1.2	135.6	162.7	542.4	43.9	195.1	48.8
	230				122.2	146.6	488.6			
	460				61.1	73.3	244.3			
	575				48.9	58.6	195.5			
50	230	3	D	1.2	135.2	162.3	540.9	48.6	215.8	54.0
	460				67.6	81.1	270.5			
	575				54.1	64.9	216.4			



KEEN PUMP CO. Inc.

471 E State Rte. 250 East, Ashland, Ohio 44805

Phone: 419-207-9400 Fax: 419-207-8031

Limited 5 – Year Warranty

During the time periods and subject to the conditions hereinafter set forth, Keen Pump will repair or replace to the original user or consumer, any portion of your new Keen product which proves defective due to defective materials or workmanship of Keen Pump. Contact your closest authorized Keen Pump representative or distributor for warranty service. At all times, Keen Pump shall have and possess the sole right and option to determine whether to repair or replace defective equipment, parts or components. Damage caused by acts of GOD or conditions beyond the control of Keen Pump is not covered by this warranty.

WARRANTY PERIOD:

60 months from date of manufacture.

Start-up reports may be required to support warranty claims. Warranty effective only if Keen Pump supplied or authorized control panels are used. Single phase pumps must utilize Keen Pump supplied start components.

THIS WARRANTY WILL NOT APPLY:

- (1) To defects or malfunctions resulting from failure to properly install, operate or maintained the product in accordance with printed instructions provided.
- (2) To failures resulting from abuse, accident or negligence.
- (3) To normal maintenance services and the parts used in conjunction with such service.
- (4) To products which are not installed in accordance with applicable local codes, ordinances and good trade practices.
- (5) The product is used for purposes other than for what is was designed and manufactured.
- (6) If 3 phase motors are installed on a single phase power supply using a phase converted of if 3 phase power is supplied by only two transformers, making an open Delta system.

WARRANTY EXCLUSIONS:

Keen Pump specifically disclaims the implied warranties of merchantability and fitness for a particular purpose after the termination of the warranty period set forth herein. No warranties or representations at any time made by any representatives of Keen Pump shall vary or expand the provision hereof.

LIABILITY LIMITATION:

In no event shall Keen Pump be liable or responsible for consequential, incidental or special damages resulting from or related in any manner to any Keen Pump product or parts thereof. Personal injury and/or property damage may result from improper installation. Keen Pump disclaims all liability, including liability under this warranty, for improper installation. Keen Pump recommends following the instructions in the installation manual. When in doubt, consult a professional. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you, or any temporary pumping of other equipment.

LABOR, ETC., COSTS:

Keen Pump shall in no event be responsible or liable for the cost of field labor or other charges incurred by any customer in removing and/or reaffixing any Keen Pump product, part or component thereof.

RETURNED OR REPLACED COMPONENTS:

Any item to be replaced under this Warranty must be returned to Keen Pump, or such other place as Keen Pump may designate, freight prepaid.

This warranty gives you specific legal rights and other rights which may vary from state to state.

In the absence of suitable proof of this purchase date, the effective date of this warranty will be based upon the date of manufacture. Example: 1501 = Year Month = January, 2015.

PSI TECHNOLOGIES INC - STANDARD TERMS OF SALE - PARTS & SERVICE

1. **Applicable Terms.** These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 30 days after receipt of invoice, unless other terms are agreed upon by both parties. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval.
3. **Delivery.** Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, Delivery terms are F.O.B. Prepaid and Add Destination.
4. **Ownership of Materials.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
5. **Changes.** Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
6. **Warranty.** Subject to the following sentence, "Supplier warrants to Purchaser that the Equipment shall materially conform to the description in Supplier's RFP and shall be free from defects in material and workmanship. Supplier shall have no other liability to Purchaser under warranty, tort or any other legal theory. If Purchaser gives Supplier prompt written notice of breach of this warranty within ninety days (90) on electrical supplies, one (1) year on mechanical supplies from delivery, (the "Warranty Period"). Supplier shall, at its sole option and as Purchaser's sole remedy, repair or replace the subject parts or refund the purchase price thereof. If Supplier determines that any claimed breach is not, in fact, covered by this warranty, Purchaser shall pay Supplier its then customary charges for any repair or replacement made by Supplier and there shall be a thirty-five percent (35%) re-stocking charge. Supplier's warranty is conditioned on Purchaser's (a) operating and maintaining the Equipment in accordance with Supplier's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Supplier. Supplier's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation. THE WARRANTIES SET FORTH IN THIS SECTION ARE SUPPLIER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY BELOW. SUPPLIER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE."
7. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
8. **Force Majeure.** Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.
9. **Cancellation.** If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension. Certain Products and Materials are "Made to Order" therefore cancellation will not be allowed, and Buyer takes full responsibility of total costs of such items if cancelled.
10. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
11. **Miscellaneous.** If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of Florida without regard to its conflict of law provisions.



Village of Palm Springs

Executive Brief

AGENDA DATE: January 12, 2023

DEPARTMENT: Utilities

ITEM #7: Approve Change Order No. 2 - Gulfstream Rd Stormwater Improvements Project (Task Order No. 277) - Public Works Department (FY 2023 Budget Funded - Stormwater Enterprise Fund) - Hinterland Group, Inc.

SUMMARY: On March 10, 2022, the Village Council approved Task Order No. 277 with Hinterland Group, Inc. for construction services for the Gulfstream Road Stormwater Improvements Project in the amount of \$778,325.00.

Note: On November 10, 2022, Change Order No. 1 was approved for time extensions for approved changes captured via Allowance Releases No. 1 & No. 2 (37 days) and for material delivery delays (30 days) due to supply chain issues for a total of 67 days with no change in contract amount.

During the installation of stormwater lines within the right-of-way, the Contractor encountered several conflicts with the existing sanitary sewer lines that required several field adjustments to the stormwater line elevations and modifications to the stormwater structures. Also, a water main deflection was required where it intersected the new storm line within the street between two storm structures.

The Contractor is also providing credit to mill and pave 1" of pavement of a good portion of the road within the two sections of roadway along Gulfstream instead of individually removing and replacing the road sections that were disturbed during the storm line installation per the contract.

Note: A marked-up plan detailing the sections to be milled and repaved is attached as an exhibit.

The Village's contracted engineer, Craven Thompson & Associates, Inc., and the Public Works department are requesting an amendment to the contract for Task Order No. 277 (Change Order #2) for credit in the amount of (\$29,873.94) for additional and revised construction services and to extend the project completion date by an additional 42 calendar days (total contract time from 150 days to 259 days):

<u>Item</u>	<u>Contract Amount</u>	<u>Contract Time / Add'l Days</u>
Original Contract Amount	\$778,325.00	150 days
CO #1 (Approved)	0.00	67 days
CO #2 (Proposed)	<u>(\$29,873.94)</u>	<u>42 days</u>
Revised Contract Amount	\$748,451.06	259 days

If approved, the total cost of the Gulfstream Road Stormwater Improvements Project within Task Order No. 277 will be decreased to **\$748,451.06** and the total contract time will be increased to **259 days**.

If approved, it is estimated that the proposed Gulfstream Road Stormwater Improvements Project will be substantially

complete by mid-January 2023.

The proposed Change Order No. 2 was prepared by Hinterland Group, Inc. and reviewed by the Village's Engineer, Craven Thompson & Associates, Inc., the Assistant Village Manager, the Village Attorney, the Village Project Manager, and the Finance Director.

FISCAL IMPACT:

Funding to support the Gulfstream Road Stormwater Improvements Project (Task Order No. 277) was provided by the Stormwater Enterprise Fund:

<u>Allocated/Estimated Project Funding:</u>	<u>Amount</u>
FY 2023 Approved Funding - Stormwater Enterprise Fund:	<u>\$ 650,000.00</u>
<i>TOTAL APPROVED FUNDING</i>	<i>\$ 650,000.00</i>
<u>Expected Project Costs:</u>	<u>Amount</u>
Projected Costs - Design & Engineering - Stormwater Fund (TO #277):	\$ 5,054.38
Projected Costs - Construction - Stormwater Fund (TO #277):	<u>\$ 473,133.67</u>
<i>TOTAL PROJECTED COSTS:</i>	<i>\$ 478,188.05</i>

The Village will not expend more than the amount in the approved budget as it may be adopted / approved each year for these goods and services for the term of the contract.

ATTACHMENTS:

1. Proposed Change Order No. 2 - Hinterland Group, Inc.
2. Approved Change Order No. 1 - Hinterland Group, Inc.
3. Executed Agreement - Hinterland Group, Inc.

Change Order No. 2

Date of Issuance: December 19, 2022

Effective Date:

Owner: Village of Palm Springs

Owner's Task Order No.: 277

Contractor: Hinterland Group

Project Bid No.: 2022B-004

Engineer: Craven Thompson

Engineer's Project No.: 20-0069-001-01

Project: Gulfstream Rd Stormwater Improvements

The Contract is modified as follows upon execution of this Change Order:

Description: *Conflict field modifications to stormwater system and paving credits*Attachments: *Hinterland change order proposals no. 5, 6, & no. 7*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>778,325.00</u>	Original Contract Times: 120/150 days Substantial Completion: <u>September 28, 2022</u> Ready for Final Payment: <u>October 28, 2022</u> days/dates
[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>1</u> : \$ <u>0.00</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>1</u> : Substantial Completion: <u>67 Days</u> Ready for Final Payment: <u>67 Days</u> days
Contract Price prior to this Change Order: \$ <u>778,325.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>December 5, 2022</u> Ready for Final Payment: <u>January 3, 2023</u> dates
[Increase] [Decrease] of this Change Order: \$ <u>29,873.94</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>42 Days</u> Ready for Final Payment: <u>42 Days</u> days
Contract Price incorporating this Change Order: \$ <u>748,451.06</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>January 16, 2023</u> Ready for Final Payment: <u>February 14, 2023</u> dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>Leonard Z. Gamble</u>	By: _____	By: <u>Jay Bredig</u>
Leonard Z. Gamble, P.E.	Owner (Authorized Signature)	Hinterland Group (Authorized Signature)
Title: <u>Engineer of Record (CTA)</u>	Title: <u>Project Manager</u>	
Date: <u>12/19/22</u>	Date: _____	Date: <u>12/19/2022</u>

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

Project: Gulfstream Rd Stormwater Improvements
Plans: Craven Thompson

DATE: 12/19/2022
PREPARED BY: WS
FILE: CO #2 Breakdown - Various Items

Page 1



Change Order Proposal

To: Village of Palm Springs, Public Service Department
Attn: Walt Sanchez, Public Works Project Manager
226 Cypress Lane, FL 33461
TEL: 561.584.8200
email: wsanchez@vpsfl.org

Date: November 3, 2022
Revised Date: November 8, 2022
Proposal No: 005-R3
HG Project No: 21-0363-00

Project: Village of Palm Springs Gulfstream Road Stormwater Improvements
Description:

This change order includes the cost to to modify existng precast strucutre invert to new desired invert elevation: S-13 to S-12, S-15 to S-14, S-17 to S-16, S-18 to S-19.

Item #	Description	Qty	Unit	Unit Price	Extended Price	Additional Time
NIC	Crew time	21.5	Hr	\$ 575.00	\$ 12,362.50	8
NIC	Saw rental	4	DAY	\$ 175.00	\$ 700.00	8
NIC	Dump of Concrete	1	LS	\$ 400.00	\$ 400.00	
NIC	Hauling of Concrete	3	HR	\$ 150.00	\$ 450.00	
NIC	Misc Items. Brick, concrete, portland, Etc	1	LS	\$ 500.00	\$ 500.00	

Qualifications:

Removal of unknown obstructions not included.
Removal of unknown conflicts not included.
Electronic locating services of any kind are not included.
Delays due to inspections not included.

Any delays due to Covid-19 from any party in the supply, production or construction chain will require time in addition to that shown.

Pricing for any materials that have not already been purchased will have to be re-evaluated based on market conditions at time construction is allowed to resume.

Subtotal:	\$14,412.50	8
Contractor Fee (15%):	\$ 2,161.88	
GRAND TOTAL:	\$16,574.38	

Accepted By: _____

Accepted Date: _____



Change Order Proposal

To: Village of Palm Springs, Public Service Department
Attn: Walt Sanchez, Public Works Project Manager
226 Cypress Lane, FL 33461
TEL: 561.584.8200
email: wsanchez@vpsfl.org

Date: October 28, 2022

Proposal No: 006
HG Project No: 21-0363-00

Project: Village of Palm Springs Gulfstream Road Stormwater Improvements
Description:

This change order includes the cost to deflect the Village of Palm Springs' 6" Watermain upward to install 15" RCP and hold S-13 and S-12 proposed inverts elevation.

Item #	Description	Qty	Unit	Unit Price	Extended Price	Additional Time
NIC	Crew Time	8	HR	\$ 575.00	\$ 4,600.00	4
NIC	Saw rental	1	DAY	\$ 175.00	\$ 175.00	
NIC	Material for 6" WM deflection	1	LS	\$ 3,379.68	\$ 3,379.68	
NIC	Subgrade Density Testing	1	LS	\$ 300.00	\$ 300.00	

Qualifications:

Removal of unknown obstructions not included.
Removal of unknown conflicts not included.
Electronic locating services of any kind are not included.
Delays due to inspections not included.

Subtotal:	\$8,454.68	4
Contractor Fee (15%):	\$ 1,268.20	
GRAND TOTAL:	\$9,722.88	

Any delays due to Covid-19 from any party in the supply, production or construction chain will require time in addition to that shown.
Pricing for any materials that have not already been purchased will have to be re-evaluated based on market conditions at time construction is allowed to resume.

Accepted By: _____

Accepted Date: _____

QUOTE



a MORSCO brand

Due to the continued cost and supply challenges in the DUCTILE IRON PIPE, PVC and HDPE markets, the pricing of these products will be based solely on the availability at the time of shipment. Also, given the volatility in these markets we will not be responsible for product availability and shipment delays, as they are out of our control. Bid prices should be considered an estimate, materials will only be priced at time of shipment until the current supply chain challenges are resolved. These terms are in lieu of our standard terms. We appreciate your partnership.

CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
218072	FORTILINE RIVIERA BEACH	6262591	10/25/22	1

CUSTOMER	PROJECT INFORMATION
HINTERLAND GROUP, INC 2051 WEST BLUE HERON BLVD RIVIERA BEACH, FL 33404	21-0363-00 6" MJ FITTINGS

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
***** GIVEN THE CURRENT PRICING AND SUPPLY CHAIN CHALLENGES ALL MATERIAL WILL BE PRICED AT TIME OF SHIPMENT AND THE PRICES BELOW ARE TO BE USED AS AN ESTIMATE FOR BID PURPOSES ONLY *****					
40	4	EA	6" MJ 45 C153	215.000	860.00
50	1	EA	6" MJ LONG SLEEVE C153	200.000	200.00
Section Sub-total:					1060.00
80	10	EA	6" STAR GRIP MJ REST DIP 3000	70.000	700.00
90	10	EA	6" MJ REGULAR ACC LESS GLAND	N/C	N/C
Section Sub-total:					700.00
120	2	EA	6 TRU-DUAL BELL REST 1606TD SS	230.000	460.00
Section Sub-total:					460.00
200	10	EA	6"STAR GRIP MJ REST 6" MJ	120.000	1,200.00
210	10	EA	REGULAR ACC LESS GLAND	N/C	N/C
Section Sub-total:					1,200.00
260	2	EA	6" SPLIT BELL REST 1100C	150.000	300.00

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date. After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.



Change Order Proposal

To: Village of Palm Springs, Public Service Department
Attn: Walt Sanchez, Public Works Project Manager
226 Cypress Lane, FL 33461
TEL: 561.584.8200
email: wsanchez@vpsfl.org

Date: December 6, 2022
Revised Date:
Proposal No: 007
HG Project No: 21-0363-00

Project: Village of Palm Springs Gulfstream Road Stormwater Improvements

Description:

This change order includes the credit to the Village of Palms Springs for the revision of the milling and paving scope on the Gulfstream Rd Stormwater improvement. Includes a 30 day time extension on the contract time for asphalt scope revision, coordination and allocation of additional asphalt to complete scope.

Item #	Description	Qty	Unit	Unit Price	Extended Price	Additional Time
NIC	Asphalt scope Revision Credit	1	LS	\$ 56,171.20	\$ 56,171.20	
NIC	Time extension on the contract time for asphalt scope revision, coordination and allocation of additional asphalt to complete scope.					30 Days

Qualifications:

Removal of unknown obstructions not included.

Removal of unknown conflicts not included.

Electronic locating services of any kind are not included.

Delays due to inspections not included.

Any delays due to Covid-19 from any party in the supply, production or construction chain will require time in addition to that shown.

Pricing for any materials that have not already been purchased will have to be re-evaluated based on market conditions at time construction is allowed to resume.

Subtotal:	\$56,171.20	30 Days
Contractor Fee (15%):		
GRAND TOTAL:	\$56,171.20	

Accepted By: _____

Accepted Date: _____





MATCHLINE - SEE SHEET C-5

ALL ELEVATIONS SHOWN
REFERENCE I.L.A.V.D. 1988



DEMOLITION LEGEND

- | | |
|---|---|
|  | UNIT OF CRYSTALLINE POLYMER STRUCTURE
REPEATING AND DEFINITIVE |
|  | UNIT OF CRYSTALLINE POLYMER STRUCTURE
REPEATING AND DEFINITIVE |
|  | UNIT OF CRYSTALLINE POLYMER STRUCTURE
REPEATING AND DEFINITIVE |
|  | UNIT OF CRYSTALLINE POLYMER STRUCTURE
REPEATING AND DEFINITIVE |
|  | UNIT OF CRYSTALLINE POLYMER STRUCTURE
REPEATING AND DEFINITIVE |
|  | UNIT OF CRYSTALLINE POLYMER STRUCTURE
REPEATING AND DEFINITIVE |
|  | UNIT OF CRYSTALLINE POLYMER STRUCTURE
REPEATING AND DEFINITIVE |
|  | UNIT OF CRYSTALLINE POLYMER STRUCTURE
REPEATING AND DEFINITIVE |
|  | UNIT OF CRYSTALLINE POLYMER STRUCTURE
REPEATING AND DEFINITIVE |
|  | UNIT OF CRYSTALLINE POLYMER STRUCTURE
REPEATING AND DEFINITIVE |
|  | UNIT OF CRYSTALLINE POLYMER STRUCTURE
REPEATING AND DEFINITIVE |
|  | UNIT OF CRYSTALLINE POLYMER STRUCTURE
REPEATING AND DEFINITIVE |
|  | UNIT OF CRYSTALLINE POLYMER STRUCTURE
REPEATING AND DEFINITIVE |

DEMOLITION NOTED

1. THE CONTRACTOR SHALL CLEAR AND GRUB EXISTING BARTS OR PORTS OF ANY INFLUENCED BUT NOT LIMITED TO REMOVAL OF ROCK, BRUSH, MANLY, BRUSH, AND OTHER OBSTRUCTIONS TO THE FULL EXTENT OF THE PROJECT.
2. ALL ITEMS DAMAGED AS RESULT OF PROPOSED CONSTRUCTION SHALL BE RESTORED TO ORIGINAL CONDITION. CONTRACTOR SHALL REPLACE AND INSTALL GOOD EQUIPMENT IF IT IS DAMAGED BY PROPOSED CONSTRUCTION.
3. AGREES TO RESIDENT PROPERTIES SHALL BE MAINTAINED AT ALL TIMES.
4. ALL CONCRETE, ASPHALT, PAVERIES, PLASTICS, METAL, BRASS, TUBING AND OTHER ITEMS REMOVED OR DEMOLISHED IN ORDER TO CONSTRUCT THE PROJECT SHALL BE PROPERLY DISPOSED OF BY THE CONTRACTOR.
5. CONTRACTOR SHALL PROTECT AND MAINTAIN AND RESTORE ALL EXISTING IRRIGATION SYSTEMS IN CONFLICT WITH PROPOSED WORK.
6. ALL EXISTING UTILITY ROCK AND CONCRETE AND STRUCTURE FOUND ON OR AROUND SHALL BE MAINTAINED TO EXISTING GRADE.

Leonard Z. Gertler

CITY OF SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS DIVISION OF ENGINEERING					PROJECT: QUILFSTREAM ROAD DRAINAGE IMPROVEMENTS LOCATION: QUILFSTREAM ROAD, SAN FRANCISCO, CA					DRAWN BY: JOHN J. THOMPSON CHECKED BY: JOHN J. THOMPSON DATE: 01/10/2012					SHEET: DEMOLITION PLAN OF: C-1				
--	--	--	--	--	--	--	--	--	--	---	--	--	--	--	---	--	--	--	--



Date of Issuance: September 20, 2022

Effective Date:

Owner: Village of Palm Springs

Owner's Task Order No.: 277

Contractor: Hinterland Group

Project Bid No.: 2022B-004

Engineer: Craven Thompson

Engineer's Project No.: 20-0069-001-01

Project: Gulfstream Rd Stormwater Improvements

The Contract is modified as follows upon execution of this Change Order:

Description: *Contract time extension for additional work covered under Allowance Release No. 1 & No. 2*Attachments: *Hinterland change order proposals no. 2 & no. 4*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>778,325.00</u>	Original Contract Times: Substantial Completion: <u>September 28, 2022</u> Ready for Final Payment: <u>October 28, 2022</u> dates
[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : \$ <u>0.00</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : Substantial Completion: <u>0 Days</u> Ready for Final Payment: <u>0 Days</u> days
Contract Price prior to this Change Order: \$ <u>778,325.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>September 28, 2022</u> Ready for Final Payment: <u>October 28, 2022</u> dates
[Increase] [Decrease] of this Change Order: \$ <u>0.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>67 Days</u> Ready for Final Payment: <u>67 Days</u> days
Contract Price incorporating this Change Order: \$ <u>778,325.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>December 5, 2022</u> Ready for Final Payment: <u>January 3, 2023</u> dates
RECOMMENDED: By: <u>[Signature]</u> Title: <u>Leonard Z. Gamble, P.E.</u> Date: _____ Title: <u>Engineer of Record (CTA)</u>	ACCEPTED: By: <u>[Signature]</u> Title: <u>Owner (Authorized Signature)</u> Date: <u>November 10, 2022</u> Title: <u>Mayor, Village of Palm Springs</u>
	ACCEPTED: By: <u>[Signature]</u> Title: <u>Hinterland Group (Authorized Signature)</u> Date: <u>10/21/22</u> Title: <u>Project Director</u>

Approved by Funding Agency (if applicable)

By: _____
Title: _____

Date: _____

Allowance Release No. 1

Date of Issuance: August 23, 2022

Effective Date: 8/3/22

Owner: Village of Palm Springs

Owner's Task Order No.: 277

Contractor: Hinterland Group

Project Bid No.: 2022B-004

Engineer: Craven Thompson

Engineer's Project No.: 20-0069-001-01

Project: Gulfstream Rd Stormwater Improvements

The approved Construction Allowance is modified as follows upon execution of this Allowance Release:

Description: *Additional work related to the removal and reconnection of 18" RCP Pipe on the W side of Inlet #8 that was not included in the contract.*Attachments: *Hinterland change order proposal no. 2***CHANGE IN APPROVED CONSTRUCTION ALLOWANCE**

Original Construction Allowance:

\$ 20,000.00[Increase] [Decrease] from previously approved Allowance Release No. 0 to No. 0:\$ 0.00

Construction Allowance prior to this Allowance Release:

\$ 20,000.00

[Increase] [Decrease] of this Allowance Release:

\$ 2,961.25

Construction Allowance incorporating this Allowance Release:

\$ 17,038.75RECOMMENDED:
By: Leonard Z. Gamble, P.E.
Title: Engineer of Record (CTA)
Date: 8/23/22ACCEPTED:
By: Walter Sanchez
Title: Project Manager (VOPS)
Date: 8/23/22ACCEPTED:
By: Contractor: Hinterland Group
Title: Project Director
Date: 8/23/22APPROVED:
By: Michael Bornstein
Title: Village Manager (VOPS)
Date: 8/31/22



Change Order Proposal

To: Village of Palm Springs, Public Service Department
Attn: Walt Sanchez, Public Works Project Manager
226 Cypress Lane, FL 33461
TEL: 561.584.8200
email: wsanchez@vpsfl.org

Date: August 18, 2022
Revised: August 23, 2022
Proposal No: 002
HG Project No: 21-0363-00

Project: Village of Palm Springs Gulfstream Road Stormwater Improvements

Description:

This change order includes the cost to connect the existing 18" RCP drainage line to the west side of Proposed Inlet #8 and perform additional channel grading at Proposed Inlet #7

Item #	Description	Qty	Unit	Unit Price	Extended Price	Additional Time
NIC	Concrete Collar	1	LS	\$ 1,250.00	\$ 1,250.00	1
NIC	Crew Time - Break existing 18" RCP pipe free from structure	2	HR	\$ 575.00	\$ 1,150.00	1
NIC	Concrete Cutoff Saw Rental	1	DAY	\$ 175.00	\$ 175.00	1

Qualifications:

Removal of unknown obstructions not included.

Removal of unknown conflicts not included.

Electronic locating services of any kind are not included.

Delays due to inspections not included.

Any delays due to Covid-19 from any party in the supply, production or construction chain will require time in addition to that shown.

Pricing for any materials that have not already been purchased will have to be re-evaluated based on market conditions at time construction is allowed to resume.

Subtotal:	\$2,575.00	3
Contractor Fee (15%):	\$ 386.25	
GRAND TOTAL:	\$ 2,961.25	

Accepted By: _____

Accepted Date: _____

Allowance Release No. 2

Date of Issuance: September 14, 2022

Effective Date: 9/15/2022

Owner: Village of Palm Springs

Owner's Task Order No.: 277

Contractor: Hinterland Group

Project Bid No.: 2022B-004

Engineer: Craven Thompson

Engineer's Project No.: 20-0069-001-01

Project: Gulfstream Rd Stormwater Improvements

The approved Construction Allowance is modified as follows upon execution of this Allowance Release:

Description: Additional work to install conflict structure at conflict between sewer and drainage pipe just north of structure 6 on 24" drainage pipe.

Attachments: *Hinterland change order proposal no. 4***CHANGE IN APPROVED CONSTRUCTION ALLOWANCE**

Original Construction Allowance:

\$ 20,000.00[Increase] [Decrease] from previously approved Allowance Release No. 0 to No. 1:\$ 2,961.25

Construction Allowance prior to this Allowance Release:

\$ 17,038.75

[Increase] [Decrease] of this Allowance Release:

\$ 14,835.00

Construction Allowance incorporating this Allowance Release:

\$ 2,203.75RECOMMENDED:
By: Leonard Z. Gamble
Leonard Z. Gamble, P.E.Title: Engineer of Record (CTA)Date: 9/14/22ACCEPTED:
By: Walt Sanchez
Walt SanchezTitle: Project Manager (VOPS)Date: 9/14/2022ACCEPTED:
By: [Signature]
Contractor (Authorized Signature)Title: PresidentDate: 9/14/22APPROVED:
By: [Signature]
Michael BornsteinTitle: Village Manager (VOPS)Date: 9/15/22



Change Order Proposal

To: Village of Palm Springs, Public Service Department
Attn: Walt Sanchez, Public Works Project Manager
226 Cypress Lane, FL 33461
TEL: 561.584.8200
email: wsanchez@vpsfl.org

Date: September 6, 2022
Proposal No: 004
HG Project No: 21-0363-00

Project: Village of Palm Springs Gulfstream Road Stormwater Improvements

Description:

This change order includes the cost to install a new conflict structure at the location desired. Surveyor to collect information prior to box completion for exact invert EL. HG to expose area of conflict for the surveyor and backfill. HG to remove the installed pipe when conflict structure is completed and install structure as needed. Includes concrete collar as needed and to be billed only if completed.

Item #	Description	Qty	Unit	Unit Price	Extended Price	Additional Time
NIC	Concrete Collar	1	LS	\$ 1,250.00	\$ 1,250.00	1
NIC	Crew Time - Dig and expose for surveyor	4	HR	\$ 575.00	\$ 2,300.00	1
NIC	Crew Time - Excavate and install pipe and structure	8	HR	\$ 575.00	\$ 4,600.00	1
NIC	Survey field work for proposed EL	1	LS	\$ 1,350.00	\$ 1,350.00	1
NIC	Unknown Conflict structure	1	LS	\$ 2,900.00	\$ 2,900.00	30
NIC	Misc items. Brick, Concrete, Portland etc.	1	LS	\$ 500.00	\$ 500.00	

Qualifications:

Removal of unknown obstructions not included.

Removal of unknown conflicts not included.

Electronic locating services of any kind are not included.

Delays due to inspections not included.

Any delays due to Covid-19 from any party in the supply, production or construction chain will require time in addition to that shown.

Pricing for any materials that have not already been purchased will have to be re-evaluated based on market conditions at time construction is allowed to resume.

Subtotal:	\$12,900.00	34
Contractor Fee (15%):	\$ 1,935.00	
GRAND TOTAL:	\$14,835.00	

Accepted By: _____

Accepted Date: _____

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Village of Palm Springs ("Owner") and
Hinterland Group, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Gulfstream Road Stormwater Improvements

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by Craven Thompson & Associates, Inc.
- 3.02 The Owner has retained Craven Thompson & Associates, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

- A. The Work will be substantially completed within 120 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 150 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of

requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$ 500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$ 200 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 Special Damages

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	MOBILIZATION (5%)	1	LS	\$41,800.00	\$41,800.00
2	MAINTENANCE OF TRAFFIC (2%)	1	LS	\$16,700.00	\$16,700.00
3	ALL DEMOLITION AND DISPOSAL REQUIRED TO CONSTRUCT PROJECT INCLUDING BUT NOT LIMITED TO CLEARING, GRUBBING, AND REMOVAL AND DISPOSAL OF TREES, ROOTS, PAVEMENT, PIPE, CONCRETE PAD, FENCE, STRUCTURE, OR ANY OBJECT OR MATERIAL IN CONFLICT WITH PROPOSED WORK.	1	LS	\$69,425.00	\$69,425.00
4	FURNISH AND INSTALL 12" STABILIZED SUBGRADE LBR 40 (FOR PAVEMENT RESTORATION)	3278	SY	\$32.15	\$105,387.70
5	FURNISH AND INSTALL 8" LIMEROCK BASE LBR 100 (FOR PAVEMENT RESTORATION)	2899	SY	\$22.30	\$64,647.70
6	FURNISH AND INSTALL 1-1/2" TYPE S-III ASPHALTIC CONCRETE SURFACE (TWO ¾" LIFTS) (FOR DRIVEWAY ASPHALT PAVEMENT RESTORATION)	498	SY	\$24.00	\$11,952.00

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
7	FURNISH AND INSTALL 2" TYPE SP-9.5 IN TWO 1" LIFTS (FOR ROADWAY ASPHALT PAVEMENT RESTORATION)	2376	SY	\$24.00	\$57,024.00
8	FURNISH AND INSTALL CONCRETE DRIVEWAY 6" THICK 3,000 PSI	379	SY	\$75.00	\$28,425.00
9	FURNISH AND INSTALL 1" SAND BED LAYER FOR PAVER PAVEMENT SECTION (FOR PAVER DRIVEWAY RESTORATION)	25	SY	\$55.00	\$1,375.00
10	FURNISH AND INSTALL 3-1/8" THICK TRAFFIC RATED PAVERS (FOR PAVER DRIVEWAY RESTORATION)	25	SY	\$120.00	\$3,000.00
11	REMOVE AND RE-INSTALL PAVERS PROVIDED BY RESIDENT (FOR PAVER DRIVEWAY RESTORATION)	25	SY	\$250.00	\$6,250.00
12	FURNISH AND INSTALL 15" RCP STORM DRAINAGE PIPE (INCLUDES DEWATERING)	140	SY	\$50.40	\$7,056.00
13	FURNISH AND INSTALL 18" RCP STORM DRAINAGE PIPE (INCLUDES DEWATERING)	566	LF	\$51.70	\$29,262.20
14	FURNISH AND INSTALL 24" RCP STORM DRAINAGE PIPE (INCLUDES DEWATERING)	1038	LF	\$69.70	\$72,348.60
15	FURNISH AND INSTALL FDOT DITCH BOTTOM INLET TYPE C WITH H-20 RATED LID	6	EA	\$3,100.00	\$18,600.00
16	FURNISH AND INSTALL FDOT DITCH BOTTOM INLET TYPE E WITH H-20 RATED LID	8	EA	\$4,250.00	\$34,000.00
17	FURNISH AND INSTALL 4' DIAMETER DRAINAGE MANHOLE (0-6' DEPTH)	4	EA	\$3,720.00	\$14,880.00
18	CORE DRILL AND CONNECT TO EXISTING DRAINAGE STRUCTURE	1	EA	\$1,947.30	\$1,947.30
19	FPL POLE HOLD	5	EA	\$1,875.00	\$9,375.00
20	SWALE GRADING	5069	SY	\$9.50	\$48,155.50
21	SOD RESTORATION	5069	SY	\$6.00	\$30,414.00
22	REPLACEMENT OF WATER OR SEWER SEVICE DUE TO CONFLICT WITH PROPOSED DRAINAGE PIPING	18	EA	\$1,500.00	\$27,000.00
23	IRRIGATION RESTORATION ALLOWANCE	1	LS	\$5,000.00	\$5,000.00
24	MISC ALLOWANCE	1	LS	\$20,000	\$20,000.00
25	REQUIRED TESTING	1	LS	\$9,800.00	\$9,800.00
26	PREPARE AND PROVIDE ALL STAKE OUT AND REQUIRED ASBUILTS PER LWDD & VILLAGE	1	LS	\$40,000.00	\$40,000.00

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
27	NPDES (SILT FENCE, INLET FABRIC, TURBIDITY BARRIER, ETC...)	1	LS	\$4,500.00	\$4,500.00
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$778,325.00

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

B. Total of Unit Price Work (subject to final Unit Price adjustment) \$ **\$778,325.00**.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in accordance with Florida Statute 255.078 but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 1 percent per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 15, inclusive).
 2. Performance bond (pages 1 to 3, inclusive).
 3. Payment bond (pages 1 to 3, inclusive).
 4. Other bonds.
 - a. (pages to , inclusive).
 - b. (pages to , inclusive).
 - c. (pages to , inclusive).
 5. General Conditions (pages 1 to 65, inclusive).
 6. Supplementary Conditions (pages 1 to 10, inclusive).
 7. Specifications as listed in the table of contents of the Project Manual.
 8. Drawings (not attached but incorporated by reference) consisting of 16 sheets with each sheet bearing the following general title: Gulfstream Road Drainage Improvements (Sheet No. C-#).
 9. Addenda (numbers 1 to 1, inclusive).
 10. Exhibits to this Agreement (enumerated as follows):
 - a. None.
 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.
- E. To the extent that there exists a conflict between this Agreement and the remaining Contract Documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Indemnity*

- A. The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the VILLAGE, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally

wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Contract. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the VILLAGE in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the VILLAGE and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

- B. Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the VILLAGE and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The VILLAGE shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the VILLAGE before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the VILLAGE and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the VILLAGE, be detrimental in any material respect to the VILLAGE's reputation; (ii) the third party claim seeks an injunction or equitable relief against the VILLAGE; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.
- C. It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the VILLAGE may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

10.07 *Governing Law and Remedies*

- A. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue for any and all disputes related to or arising from this Agreement shall be in Palm Beach County, Florida.
- B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

10.08 *Office of the Inspector General*

- A. Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County programs, contracts,

transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all Village contracts.

10.09 *Scrutinized Companies*

- A. Company certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Village may immediately terminate this Agreement at its sole option if the Company or any of its subcontractors are found to have submitted a false certification; or if the Company or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.
- B. The Company agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. The Company agrees that the certifications in this section shall be effective and relied upon by the Village for the term of this Agreement, including any and all renewals. The Company agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Company shall immediately notify the Village of the same. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

10.10 *Public Records*

- A. The CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Village as provided under section 119.011(2), Florida Statutes, specifically agrees to:
 1. Keep and maintain public records required by the Village to perform the service.
 2. Upon request from the Village's custodian of public records or designee, provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the Contractor does not transfer the records to the Village.
 4. Upon completion of this Contract, transfer, at no cost, to the Village all public records in possession of the Contractor or keep and maintain public records required by the Village to perform the service. If the Contractor transfers all public records to the Village upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records or designee, in a format that is compatible with the information technology systems of the Village.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-584-8200 ext. 8430, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

10.11 Insurance

A. The limits of liability for insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Law and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

a. State	Statutory
b. Applicable Federal	Statutory
c. Employer Liability:	
Bodily injury, each accident	\$1,000,000
Bodily injury by disease, each employee	\$500,000
Bodily injury/disease aggregate	\$1,000,000
d. Foreign voluntary worker compensation	Statutory

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

a. General Aggregate	\$2,000,000
b. Products – Completed Operations Aggregate	\$2,000,000
c. Personal and Advertising Injury	\$1,000,000
d. Each Occurrence (Bodily Injury and Property Damage)	\$1,000,000

3. Automobile Liability under paragraph 6.03.D of the General Conditions:

a. Bodily Injury:	
Each Person	\$500,000
Each Accident	\$1,000,000
b. Property Damage:	
Each Incident	\$1,000,000

4. Umbrella of Excess Liability under paragraph 6.03.E of the General Conditions:

a. Excess or Umbrella Liability	
1) General Aggregate	\$5,000,000
2) Each Occurrence	\$1,000,000

5. Contractor's Pollution Liability under paragraph 6.03.F of the General Conditions:

a. Contractor's Pollution Liability	
1) General Aggregate	\$2,000,000
2) Each Occurrence	\$1,000,000

6. Additional Insureds include the respective officers, partners, directors, employees, agents, consultants, and subconsultants of the following firms and municipal government(s):
 - a. Village of Palm Springs

10.12 *Public Construction Bond*

- A. If the contract amount exceeds \$200,000 in total construction cost, the CONTRACTOR must provide the VILLAGE with a public construction bond in accordance with section 255.05, Florida Statutes. Said bond must be recorded in the Official Records in and for Palm Beach County and a copy of the recorded bond must be provided to the VILLAGE prior to the CONTRACTOR providing any services under the contract. The VILLAGE reserves the right to request a bond for any work which is less than \$200,000. The cost of the bond shall be a direct pass through cost to the VILLAGE without any mark-up by the CONTRACTOR.
- B. The public construction bond shall be on forms attached hereto as **Exhibit "B"** or substantially similar as approved by the VILLAGE. The bond shall be in an amount not less than the total contract price and shall incorporate by reference the terms of the Contract Documents in their entirety.
- C. To be acceptable to the VILLAGE, a Surety Company shall comply with the following provisions:
 - a. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.
 - b. The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
 - c. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
 - d. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the contract is approved.
 - e. The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.
 - f. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:
 - 1) Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to do business in this state have been met.
 - 2) In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

10.13 *Audit by Village*

- A. The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Services for at least three (3) years after

completion of the Contract. The CONTRACTOR shall permit the VILLAGE, or any authorized representatives of the VILLAGE, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

10.14 *Copies of Data/Documents*

- A. Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the VILLAGE. Data collected, stored, and/or provided shall be in a form acceptable to the VILLAGE and agreed upon by the VILLAGE.

10.15 *Ownership*

- A. Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the VILLAGE.

10.16 *Limitations of Liability*

- A. Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

10.17 *Enforcement Costs*

- A. All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

10.18 *Copyrights and/or Patent Rights*

- A. CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the Village harmless from any and all liability, loss, or expense occasioned by any such violation.

10.19 *Protection of Property*

- A. The CONTRACTOR shall at all times guard against damage or loss to the property of the VILLAGE or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The VILLAGE may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The VILLAGE will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

10.20 *Damage to Persons or Property*

- A. The responsibility for all damage to person or property arising out of or on account of Scope of Work done under this Contract shall rest upon the CONTRACTOR.

10.21 *Discrimination*

- A. The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, CONTRACTOR shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

10.22 *Construction Defects*

- A. PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

10.23 *Public Entity Crimes*

- A. Contractor acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Contractor will advise the Village immediately if it becomes aware of any violation of this statute.

10.24 *Scrutinized Companies*

- A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.
- B. If this Agreement is for one million dollars or more, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the Contractor, or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.
- C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. The Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.

- E. The Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the City of the same.
- F. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

10.25 *E-Verify*

- A. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:
 - 1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all Subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the Subcontractors' newly hired employees;
 - 2. Secure an affidavit from all Subcontractors (providing services or receiving funding under this Agreement) stating that the Subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
 - 3. Maintain copies of all Subcontractor affidavits for the duration of this Agreement and provide the same to the Owner upon request;
 - 4. Comply fully, and ensure all of its Subcontractors comply fully, with Section 448.095, Florida Statutes;
 - 5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
 - 6. Be aware that if the Owner terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Contractor may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Village as a result of the termination of the Agreement.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on 3/10/2022 (which is the Effective Date of the Contract).

VILLAGE:

By:

Title: Mayor

CONTRACTOR:

By:

Title:

2006
FLORIDA

Attest:

Title: Village Clerk

Attest:

Title:

Notary Public

Approved

as to

Form:

Title: Village Attorney

Address for giving notices:

226 Cypress Lane

Palm Springs FL, 33461

Address for giving notices:

2051 W. BLUE HERON BLVD

RT 1000A BEACH, FL 33404

License No.:

CGL 1520354
(where applicable)



Village of Palm Springs

Executive Brief

AGENDA DATE: January 12, 2023

DEPARTMENT: Utilities

ITEM #8: Work Authorization No. SAK-U03 Trenchless Rehabilitation Services (Sewer Lining) (FY 2023 Budget Funded - Water & Sewer Enterprise Fund) - SAK Construction, LLC.

Summary: The Utilities Department must utilize trenchless rehabilitation services to line gravity sewer mains to reduce inflow and infiltration into the Village's wastewater system. Infiltration is water that leaks into the sanitary sewer system through cracks, broken joints, and holes in manholes and sewer pipes. Inflow occurs when storm sewers are connected to sanitary sewers, or downspouts are connected to sanitary sewer laterals. Infiltration and inflow increase the Village's sewage transmission costs as these costs are based on the volume of liquid measured by flow meters at the point where sewage leaves the village collection system. In addition, infiltration and inflow consume part of the Village's fixed sewage treatment capacity which would otherwise be available for new sewer customers. For these reasons, it is important to annually seal those portions of the village's sewage collection system which are experiencing significant infiltration and inflow. Village staff have identified 5,068 linear feet of cured-in-place pipe lining and 200 vertical feet of manhole rehab that will be completed. The total cost for the identified areas of sewer lining and manhole rehabilitation is \$268,988.00.

Note: To ensure the lowest possible price, the staff recommends that the Village utilizes our existing agreement, which is a cooperative purchasing contract with SAK Construction, LLC. OMNIA Partners/Region 4 Education Service Center awarded that to SAK on March 1, 2022. This selection by OMNIA Partners was completed through a competitive selection process – RFP Trenchless Technology Rehabilitation and Related Products and Services (RFP No. R220402 – August 26, 2021).

The Village accepted SAK's pricing as approved under OMNIA Partner's contract including all terms, conditions, and pricing. The term of the proposed OMNIA Partner's contract would expire on February 28, 2025. The Village will not expend more than the amount within the approved budget as it may be adopted/amended for each of these goods and services over the term of this contract. All original bid documents authorizing the cooperative purchasing contract with OMNIA Partners are available in the Village Clerk's Office.

The Village's Purchasing Code, Section 58-8. Cooperative Purchasing; provides the Village may participate, sponsor, conduct, or administer a cooperative purchasing agreement for purchasing. Such cooperative purchasing may include, but is not limited to, joint or multi-party contracts between government entities. Purchases made through a cooperative purchasing agreement are exempt from competitive selection purchase requirements outlined in this purchasing code. The Council must approve all village purchases from a cooperative purchasing agreement that may have a total value of more than \$35,000.00.

The approved FY 2023 Budget - Water & Sewer fund included \$270,000.00 for wastewater lining. If approved, it is estimated that the proposed project would be completed within 90 days (May 2023) following the Notice to Proceed by the Village.

The proposed project Work Authorization No. SAK-U03 was prepared by SAK Construction, LLC, and reviewed by the Assistant Utilities Director, Utilities Director, Finance Director, and the Village Attorney.

The Village has previously worked with the proposed vendor and has received excellent service and a quality product.

FISCAL IMPACT:

Funding to support purchases under this proposed agreement is available within the FY 2023 Budget - Water & Sewer Enterprise Fund. The Village will not expend more than the amount in the approved Budget as it may be adopted/amended each year for those goods and services over the term of this contract.

ATTACHMENTS:

1. Proposed Work Authorization No. SAK-U03
2. Quote - SAK Construction, LLC.
3. Map

**PROJECT WORK AUTHORIZATION NO. SAK-U03 WITH SAK CONSTRUCTION
LLC FOR LINING OF GRAVITY SEWER LINES**

This Project Work Authorization No. SAK-U03 is made as of the _____ day of _____, 2023, by and between the **Village of Palm Springs**, 226 Cypress Lane, Palm Springs, Florida 33461-1699, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the “Village”, and **SAK Construction, LLC.**, , O’Fallon, MO 63366, a corporation authorized to do business in the State of Florida, hereinafter referred to as the “Contractor”.

1.0 Project Description:

The Public Service Department has identified a need to “line” gravity sewer lines within the Village utility system.

The Village desires the Contractor to line the following linear feet of gravity sewer lines:

1. 5,068’ of 8” and 10” line

The Village desires the Contractor to rehabilitate 25 manholes totaling the following linear feet:

1. 200’

2.0 Scope

Under this Project Work Authorization, the Contractor will provide the construction services to the Village as detailed in the **Contractor’s proposal attached hereto and incorporated herein as Exhibit “A”**.

3.0 Schedule

The services to be provided under this Project Work Authorization shall be completed within ninety (90) calendar days from the Village’s issuance of a Notice to Proceed.

4.0 Compensation

This Project Work Authorization is issued for a not to exceed price in the amount of \$268,988.00. The attached proposal identifies all costs and expenses included in the not to exceed amount.

5.0 Authorization

This Project Work Authorization is issued pursuant to the Agreement for surficial aquifer well rehabilitation between the Village and the Contractor, dated January 12, 2023. If there are any conflicts between the terms and conditions of this Project Work Authorization and the Agreement, the terms and conditions of the Agreement shall prevail.

THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Village and Contractor have caused this Project Work Authorization No. 3 to be executed the day and year shown above.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Bev Smith, Mayor

ATTEST

Kim Wynn, Village Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, Village Attorney

CONTRACTOR: **SAK Construction LLC**

By: _____
Print Name: Boyd Hirtz
Title: President

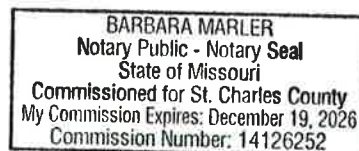
[Corporate Seal]

STATE OF ~~FLORIDA~~ MISSOURI)
COUNTY OF ST CHARLES)

The foregoing instrument was acknowledged before me this 4 day of Jan., 2023 by Boyd Hirtz, as President of SAK Construction, LLC., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

Barbara Marler
Print Name: Barbara Marler
My commission expires: 12/19/26





SAK™

Pipeline Infrastructure. Solved.™

636.385.1000 *tel*
636.385.1100 *fax*
864 Hoff Road
O'Fallon, MO 63366
www.sakcon.com

November 30, 2022

Mr. Lazaro Farrey
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461-1699

Subject: Proposed CIPP Lining for Village of Palm Springs, using OMNIA Partners
Contract #R220402

SAK Construction, LLC is pleased to present you with the following proposal to renew sanitary sewer mains and associated manhole structures for the Village of Palm Springs Utility Department (Village). This proposal is based on completing the scope of work on maps 25, 27, 28, 43 and 66 which is 2,793 LF of 8" and 2,275 LF of 10" sanitary sewer, plus the 25 manholes included in those segments and the 8 manholes on map 25 for a total of 33 = approximately 200 VF of manhole rehab.

The segments to be lined are highlighted in **yellow** and the manholes are circled in **black** on the included maps. The proposal is based on the Village, already a current member of OMNIA Partners, utilizing SAK Construction's Contract #R220402 for "Trenchless Technology Rehabilitation and Related Items and Services," which was competitively bid, and awarded to SAK. This proposal includes unit pricing for installing cured-in-place pipe (CIPP) and performing manhole rehabilitation, and as allowed for in the OMNIA bid documents, based on your anticipated budget spend, SAK is extending discounted scope unit pricing to the Village, as shown in the pricing summary below.

OMNIA Item	Work Description	Qty	UOM	OMNIA Price	Price based on Scope	Extended Price
32	6" - 12" Clean & TV Sewer	5,068	LF	\$6.60	\$5.00	\$25,340.00
2	CIPP Installation 8" x 4.5mm	2,793	LF	\$44.00	\$36.00	\$100,548.00
3	CIPP Installation 10" x 6.0mm	2,275	LF	\$59.00	\$44.00	\$100,100.00
119	Calcium-Aluminate Mortar MH Rehab (48" diam)	200	VF	\$276.00	\$215.00	\$43,000.00
43	Trimming Protruding Service Laterals	0	EA	\$1,650.00	\$400.00	\$0.00
Total						\$268,988.00

To summarize, SAK will clean & televise the total combined 8" and 10" estimated footage, then install 8" x 4.5mm CIPP in the 8" diameter sewers, and 10" x 6.0mm CIPP in the 10" diameter sewers. The pricing per foot for the CIPP installation shown includes internal service lateral reinstatements after the CIPP is cured. During the cleaning & televising, if any service lateral connections are found to protrude into the main, preventing the installation of the CIPP, they will need to be mechanically trimmed back by SAK to the pipe wall at a cost of \$400.00 each. There is no quantity in the table above for protruding service laterals, as the line item is only there to establish the cost if any are found during the cleaning & televising process. The identified manholes will be rehabilitated with Sewpercoat 100% pure-fused Calcium Aluminate mortar with minimum manufacturer required thickness from ring to floor including bench.



SAKTM

Pipeline Infrastructure. Solved.TM

636.385.1000 *tel*
636.385.1100 *fax*
864 Hoff Road
O'Fallon, MO 63366
www.sakcon.com

INCLUSIONS:

- Pipeline cleaning, televising and service connection identification.
- CIPP installation as specified in ASTM F1216 and internal service lateral reinstatement.
- All CIPP work within street right of way (or within 25 feet).
- Traffic control included in the above pricing is for signage and cones only.
- CCTV acceptance inspection DVD.
- Manhole work includes 1) repairs & build-out of excessive surface loss; 2) repairs to infiltration; 3) rebuild floor bench & channels; 4) Sewpercoat application at minimum 1/2 inch thickness to walls, ceiling and floor;
- One (1) mobilization is included in the above pricing.
- One (1) year standard construction warranty on materials and workmanship upon acceptance of completed work.

EXCLUSIONS:

- Any special insurance required (i.e., Railroad protective insurance).
- Permits.
- Access to the manholes and sewer mains to be rehabilitated. Should any of the manholes be buried, it will be the Owner's responsibility to uncover them for access.
- Heavy cleaning.
- Access to hydrants for water within 500 feet of the installation point.
- Point repairs.
- Heavy traffic control beyond signage and cones. Flagmen, arrow boards and traffic control permits are not included.
- 3rd party CIPP testing (SAK performs internal quality testing).
- Performance and payment bonds.

PAYMENT TERMS:

- Net 30 days after receipt of an invoice.
- Partial monthly payments will be requested.
- Final payment in full within 30 days of completion of SAK work.

We look forward to hearing back from you on this proposal and appreciate the opportunity to work for the Village of Palm Springs Utility Department again.

Respectfully,

Charlie Kuhnmuensch
Vice President Business Development

MANHOLES ONLY (8)

(SEE MAP NO. 15)

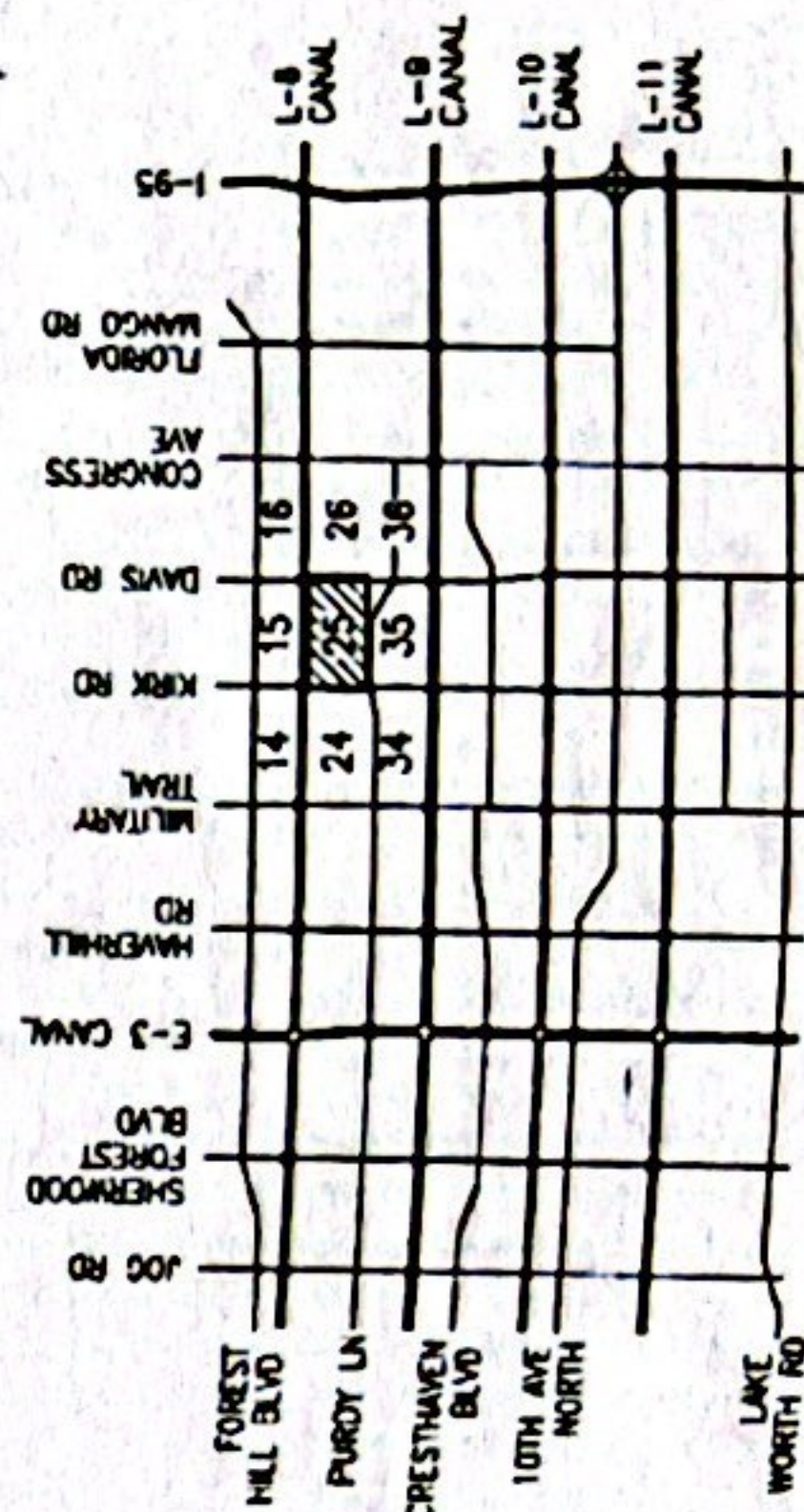
L.W.D.D. CANAL L-8

(SEE MAP NO. 24)

(SEE MAP NO. 26)

(SEE MAP NO. 35)

SCALE: 1"=100'



SANITARY SEWER DATA						TOTALS
PIPE SIZE	6"	8"	10"	DIP	VCP	
F.M. TYPE	DIP	VCP	VCP	1250	998	2880
GRAVITY TYPE	1630	11374	1			12372
F.M. LENGTH	0	1				1
GRAVITY LENGTH						56
NO. OF VALVES						
NO. OF MANHOLES						

REMARKS :

ECKLER ENGINEERING

(SEE MAP NO. 17)

L.W.D. CANAL L-8

(SEE MAP NO. 26)

(SEE MAP NO. 28)

(SEE MAP NO. 37)

SANITARY SEWER DATA										TOTALS
PIPE SIZE	2"	4"	4"	6"	8"	8"	8"	10"		
F.M. TYPE	PVC	DIP		PVC		CIP	VCP	VCP		
GRAVITY TYPE							PVC			
VAC TYPE				PVC					2210	
F.M. LENGTH	470	1400		340		630	4861	984	6475	
GRAVITY LENGTH									3797	
VAC LENGTH			1477				2320	-	7	
NO. OF VALVES	2	-	3	-	-	-	2	-	32	
NO. OF MANHOLES									23	
NO. OF VAC. PITS										

REMARKS : ADDED SANITARY FOR MEADOW AND PRAIRIE

- 11-6-00

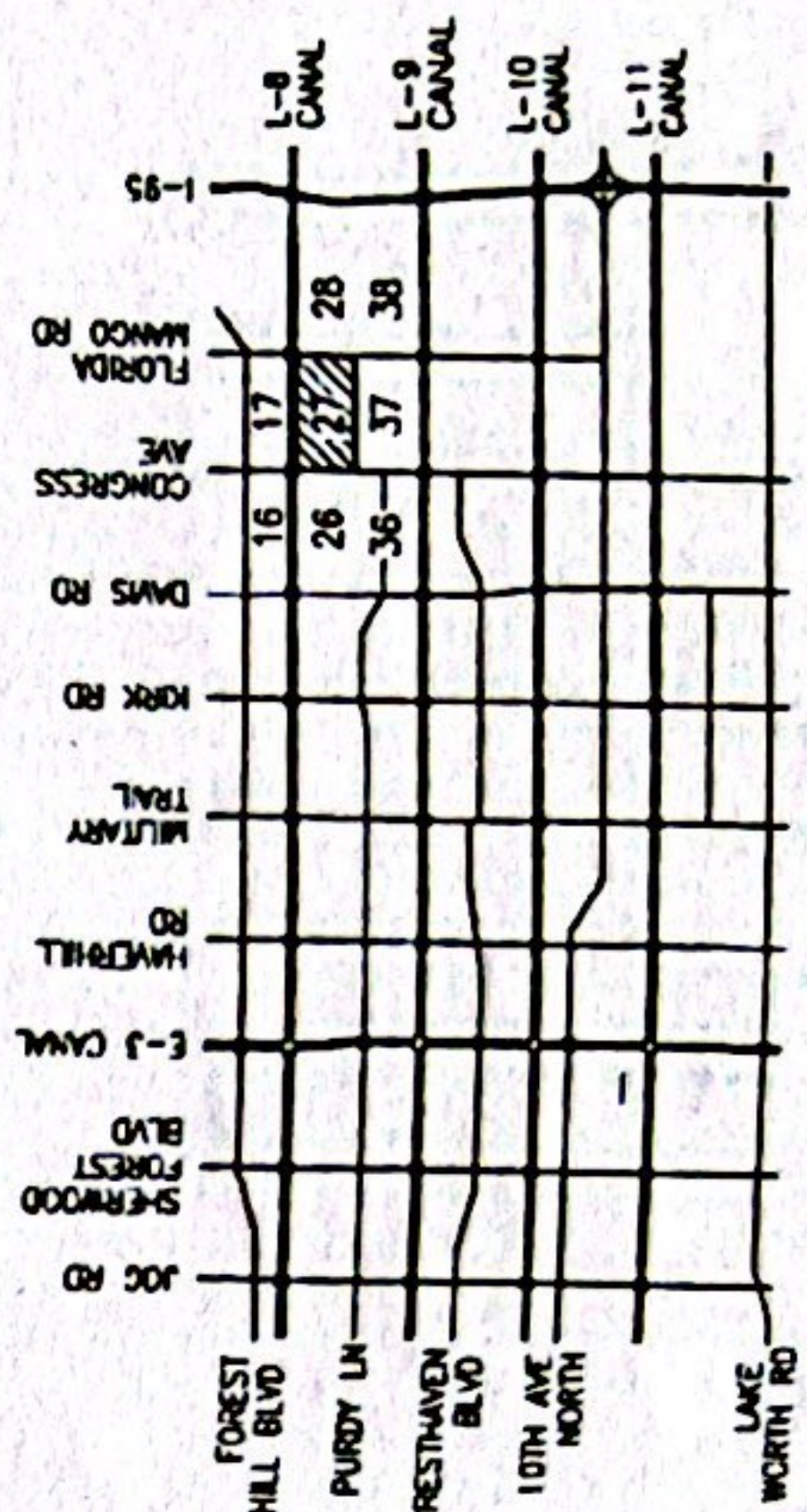
ECKLER ENGINEERING

11-11-2008 7:28:01 AM 1.208

SCALE : 1"=100'

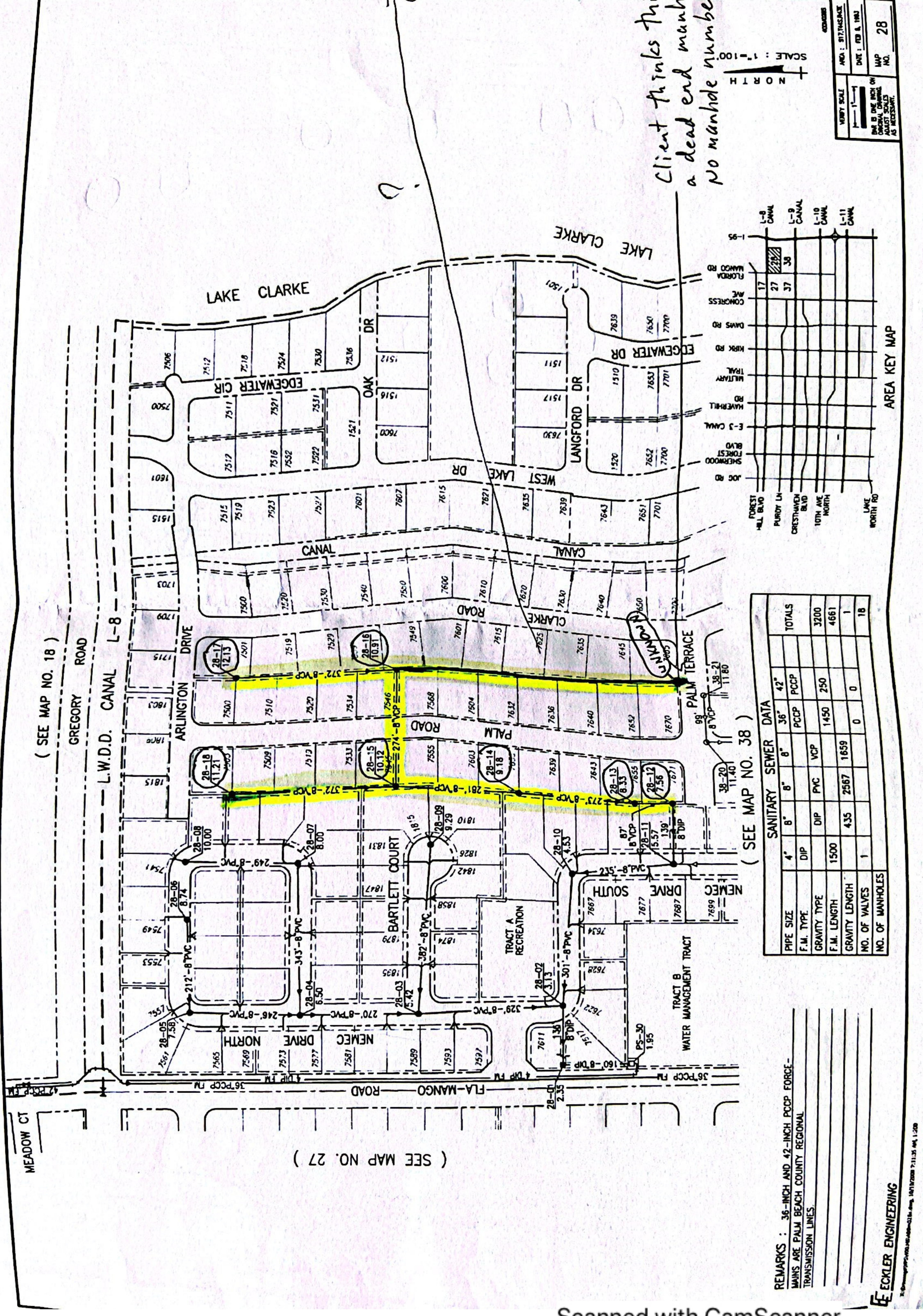
NORTH

AREA : 317.14 ACRES
DATE : FEB 14, 1981
MAP NO. 27



AREA KEY MAP

M



(SEE MAP NO. 18)

(SEE MAP NO. 38)

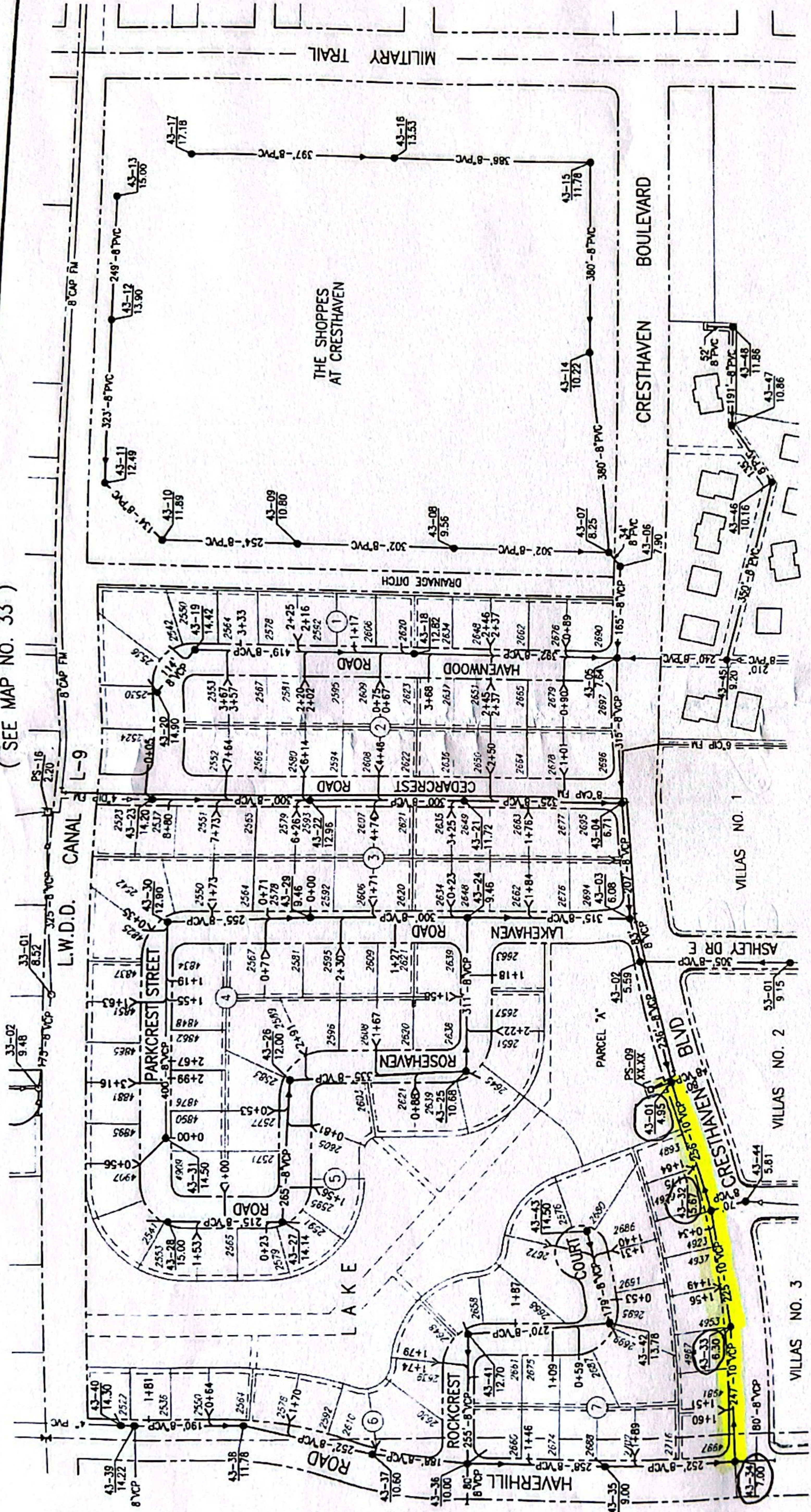
(SEE MAP NO. 27)

SANITARY SEWER DATA							TOTALS	
PIPE SIZE	4"	8"	8"	36"	42"			
F.M. TYPE	DIP	DIP	PVC	VCP	PCCP	PCCP		
GRAVITY TYPE		DIP	PVC				1450	250
F.M. LENGTH	1500							3200
GRAVITY LENGTH		435	2567	1659			0	4661
NO. OF VALVES	1				0	0		1
NO. OF MANHOLES								18

REMARKS: 36-INCH AND 42-INCH PCCP FORCE-MAINS ARE PALM BEACH COUNTY REGIONAL TRANSMISSION LINES.

ECKLER ENGINEERING

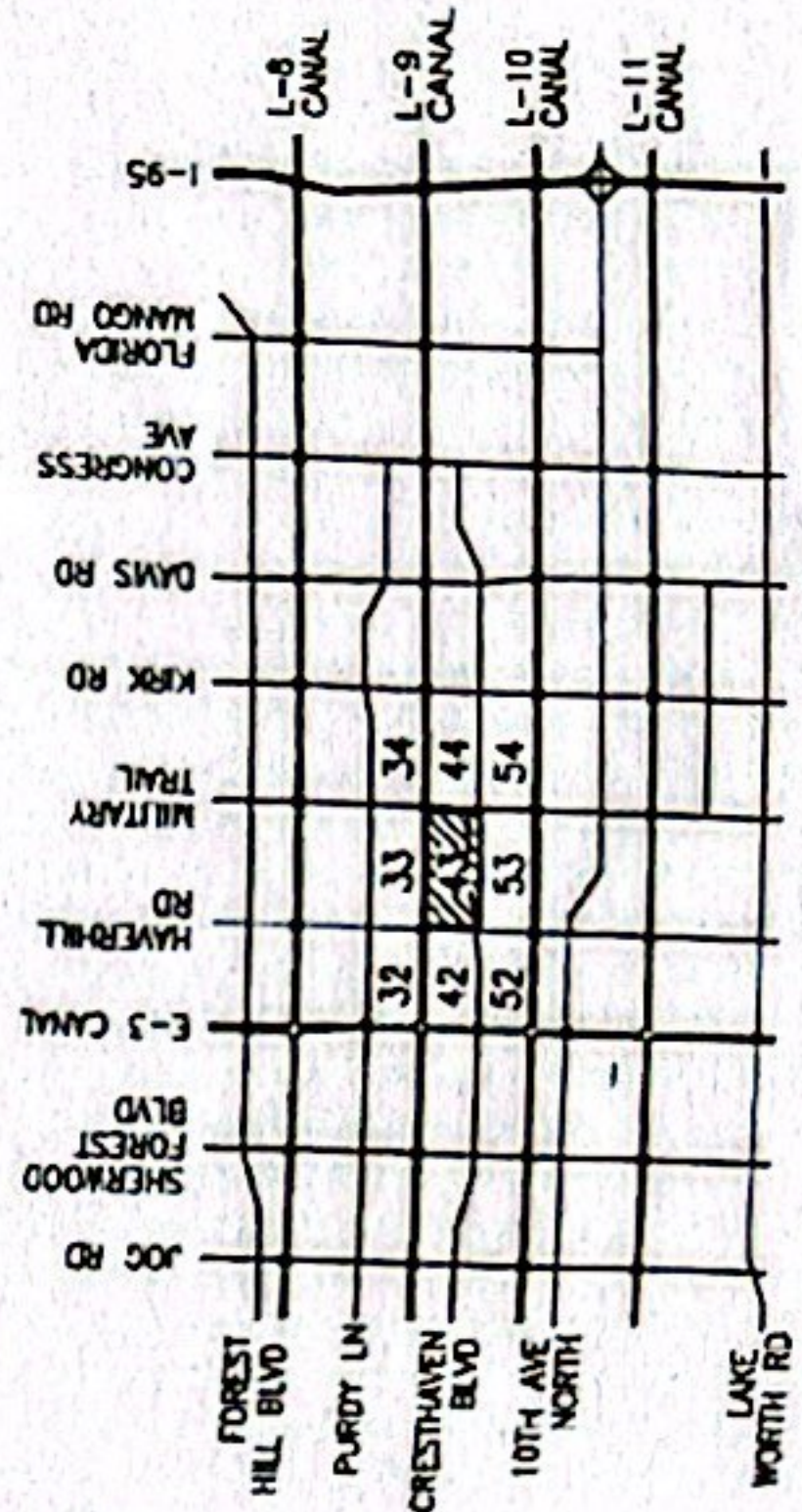
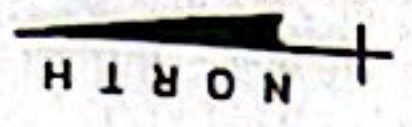
(SEE MAP NO. 33)



(SEE MAP NO. 42)

(SEE MAP NO. 53)

SCALE: 1"=100'



PIPE SIZE		SANITARY SEWER DATA				TOTALS
		4"	6"	8"	10"	
F.M. TYPE		CIP	CIP	CAP	VCP	VCP
GRAVITY TYPE		PVC	PVC	PVC	PVC	PVC
F.M. LENGTH		190	1580	4109	7586	728
GRAVITY LENGTH		228	0	0	0	0
NO. OF VALVES		0	0	0	0	0
NO. OF MANHOLES		0	0	0	0	48

REMARKS :

ECKLER ENGINEERING



Village of Palm Springs

Executive Brief

AGENDA DATE: January 12, 2023

DEPARTMENT: Parks & Recreation

ITEM #9: Presentation - 2022 Christmas Decorating Contest Awards

SUMMARY: The Village received a total of 26 entries to participate in the 2022 Christmas Decorating Contest. Numerous persons served as a judge and visited each location between December 8 and 15, 2022 to evaluate each entry.

Sixteen (16) residential winners were selected. There were no commercial entries submitted for consideration.

All winners were invited to attend the Council Meeting on January 12, 2023, to receive their award from Village Council in the amount of \$100.

- 444 Los Altos Road
- 356 Pinehurst Road
- 216 Poe Drive
- 602 Springdale Circle
- 352 Pinehurst Road
- 245 Davis Road
- 309 Henthorne Road
- 421 Santa Anna Drive
- 304 Alameda Drive
- 357 Pinehurst Road
- 324 Pinehurst Road
- 424 Santa Anna Drive
- 3198 Carol Avenue
- 3220 Carol Avenue
- 205 Rex Court
- 305 Winged Foot Road

FISCAL IMPACT:

Funding to support the Christmas Decorating Contest Awards is available within the FY 2023 Budget - General Fund - Public Works - Trophies and Awards.

ATTACHMENTS:

1. 2022 Holiday Decorating Contest Photos

444 Los Altos Road





356 Pinehurst Road

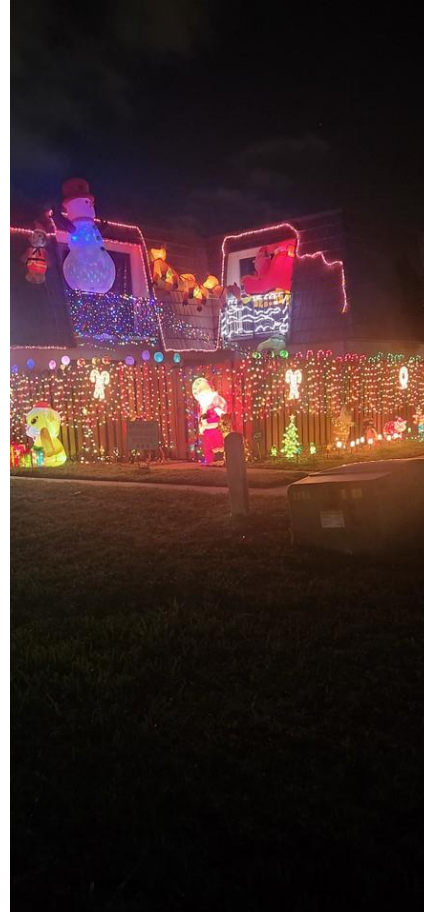




216 Poe Drive



602 Springdale Circle





352 Pinehurst Road



245 Davis Road





309 Henthorne Drive





421 Santa Anna Drive





304 Alemeda Drive



357 Pinehurst Road



324 Pinehurst Road





424 Santa Anna Drive



205 Rex Court



3109 Carol Avenue



305 Winged Foot Road





3220 Carol Avenue



Office of the Mayor

Village of Palm Springs, Florida

Proclamation

WHEREAS, the Governor of the State of Florida has designated February 3, 2023 as **"Crossing Guard Appreciation Day"**; and

WHEREAS, every school day, thousands of dedicated crossing guards assist our children across busy streets as they arrive and depart from school; and

WHEREAS, the Village of Palm Springs places top priority on child safety and recognizes that education plays a critical role in ensuring the safety of our children and the crossing guards that assist them; and

WHEREAS, crossing guards provide an invaluable service to our community, yet they receive very little compensation and recognition for their tireless efforts; and

WHEREAS, we realize the Crossing Guards often encounter adversarial, and sometimes hostile, attitudes from members of the public who are more concerned with their own personal agendas than the safety of the children; and

WHEREAS, the Village of Palm Springs urges all citizens to use due care when involved in the school commute, and to acknowledge and express gratitude to their local school guards for the invaluable service they provide to the community.

NOW, THEREFORE, I, BEV SMITH, Mayor of the Village of Palm Springs, Florida, do hereby proclaim February 3, 2023 as:

"Crossing Guard Appreciation Day in Palm Springs"



In witness whereof I have herunto set my hand

and caused the seal of this city to be affixed
Mayor Beverly Smith

Date - January 12, 2023



Village of Palm Springs

Executive Brief

AGENDA DATE: January 12, 2023

DEPARTMENT: Administration

ITEM #11: Palm Springs 2022 Community Survey - The National Community Survey/Polco

SUMMARY: Mr. Brandon Barnett and Steven Vickers, Survey Specialists with the National Research Center/Polco, will present summary findings of the 2022 Community Survey.

Village surveys will be administered every 3-4 years in the future, and the responses in 2022 will serve as benchmarks for subsequent years. The advanced report also includes comparisons with other communities that have conducted The National Community Survey in the past.

FISCAL IMPACT:

There is no fiscal impact resulting from this presentation.

ATTACHMENTS:

1. Palm Springs 2022 Community Survey - The NCS Report
2. Scientific/Random Sample Responses vs Open Participation Responses - Comparison Palm Springs 2022
3. Council FAQ - NCS
4. The NCS Instrument Palms Springs, FL 2022 Final
5. NCS Group C Postcard Palm Springs, FL 2022
6. NCS Group C Letter Palm Springs, FL 2022

Palm Springs, FL

The National Community Survey

Report of Results
2022

Report by:



Visit us online!
www.polco.us

About The NCS™

The National Community Survey™ (The NCS™) report is about the “livability” of Palm Springs. A livable community is a place that is not simply habitable, but that is desirable. It is not only where people do live, but where they want to live. The survey was developed by the experts from National Research Center at Polco.

Great communities are partnerships of the government, private sector, community-based organizations and residents, all geographically connected. The NCS captures residents’ opinions considering ten central facets of a community:

- Economy
- Mobility
- Community Design
- Utilities
- Safety
- Natural Environment
- Parks and Recreation
- Health and Wellness
- Education, Arts, and Culture
- Inclusivity and Engagement

The report provides the opinions of a representative sample of 175 residents of the Village of Palm Springs collected from August 12 to October 7. The margin of error around any reported percentage is 7% for all respondents and the response rate for the 2022 survey was 7%. Survey results were weighted so that the demographic profile of respondents was representative of the demographic profile of adults in Palm Springs.



How the results are reported

For the most part, the percentages presented in the following tabs represent the “percent positive.” Most commonly, the percent positive is the combination of the top two most positive response options (i.e., excellent/good, very safe/somewhat safe, etc.). On many of the questions in the survey respondents may answer “don’t know.” The proportion of respondents giving this reply is shown in the full set of responses included in the tab “Complete data.” However, these responses have been removed from the analyses presented in most of the tabs. In other words, the tables and graphs display the responses from respondents who had an opinion about a specific item.

Comparisons to benchmarks

NRC’s database of comparative resident opinion is comprised of resident perspectives gathered in surveys from over 600 communities whose residents evaluated the same kinds of topics on The National Community Survey. The comparison evaluations are from the most recent survey completed in each community in the last five years. NRC adds the latest results quickly upon survey completion, keeping the benchmark data fresh and relevant. The communities in the database represent a wide geographic and population range. In each tab, Palm Springs’s results are noted as being “higher” than the benchmark, “lower” than the benchmark, or “similar” to the benchmark, meaning that the average rating given by Palm Springs residents is statistically similar to or different (greater or lesser) than the benchmark. Being rated as “higher” or “lower” than the benchmark means that Palm Springs’s average rating for a particular item was more than 10 points different than the benchmark. If a rating was “much higher” or “much lower,” then Palm Springs’s average rating was more than 20 points different when compared to the benchmark.

The survey was administered during the COVID-19 pandemic, a time of challenge for many local governments. While we provide comparisons to national benchmarks, it is important to note that much of the benchmark data was collected prior to the pandemic. This may impact how your Village’s 2022 ratings compare to other communities’ ratings from the past five years.

Methods

Selecting survey recipients

All households within the Village of Palm Springs were eligible to participate in the survey. A list of all households within the zip codes serving Palm Springs was purchased from Go-Dog Direct based on updated listings from the United States Postal Service. Since some of the zip codes that serve the Village of Palm Springs households may also serve addresses that lie outside of the community, the exact geographic location of each housing unit was compared to community boundaries using the most current municipal boundary file. Addresses located outside of the Village of Palm Springs boundaries were removed from the list of potential households to survey. Each address identified as being within village boundaries was further identified as being within one of two utility provider areas. From that list, addresses were randomly selected as survey recipients, with multi-family housing units (defined as those with a unit number) sampled at a rate of 5:3 compared to single family housing units.

An individual within each household was selected using the birthday method. The birthday method selects a person within the household by asking the “person whose birthday has most recently passed” to complete the questionnaire. The underlying assumption in this method is that day of birth has no relationship to the way people respond to surveys. This instruction was contained in the introduction of the survey.

Conducting the survey

The 2,800 randomly selected households received mailings beginning on August 12, 2022 and the survey remained open for eight weeks. The first mailing was a postcard inviting the household to participate in the survey. The next mailing contained a cover letter with instructions, the survey questionnaire, and a postage-paid return envelope. A reminder postcard was sent to all selected households on September 7, 2022. All mailings included a web link to give residents the opportunity to respond to the survey online. All follow-up mailings asked those who had not completed the survey to do so and those who had already done so to refrain from completing the survey again.

The survey was available in English and Spanish. All mailings contained paragraphs in both languages instructing participants on how to complete the survey in their preferred language.

About 4% of the 2,800 mailed invitations or surveys were returned because the household address was vacant or the postal service was unable to deliver the survey as addressed. Of the remaining 2,679 households that received the invitations to participate, 175 completed the survey, providing an overall response rate of 7%. The response rate was calculated using AAPOR’s response rate #2* for mailed surveys of unnamed persons.

It is customary to describe the precision of estimates made from surveys by a “level of confidence” and accompanying “confidence interval” (or margin of error). A traditional level of confidence, and the one used here, is 95%. The 95% confidence interval can be any size and quantifies the sampling error or imprecision of the survey results because some residents’ opinions are relied on to estimate all residents’ opinions. The margin of error for the Village of Palm Springs survey is no greater than plus or minus seven percentage points around any given percent reported for all respondents (175 completed surveys).

In addition to the randomly selected “probability sample” of households, a link to an online open participation survey was publicized by the Village of Palm Springs. The open participation survey was identical to the probability sample survey with two small updates; it included a map at the beginning asking where the respondent lives and a question about where they heard about the survey. The open participation survey was open to all village residents and became available on September 16, 2022. The survey remained open for three weeks. The data presented in the following tabs exclude the open participation survey data, but a tab at the end provides the complete frequency of responses to questions by the open participation respondents.

Analyzing the data

Responses from mailed surveys were entered into an electronic dataset using a “key and verify” method, where all responses are entered twice and compared to each other. Any discrepancies were resolved in comparison to the original survey form. Range checks as well as other forms of quality control were also performed. Responses from surveys completed on Polco were downloaded and merged with the mailed survey responses.

The demographics of the survey respondents were compared to those found in the 2010 Census and 2020 American Community Survey estimates for adults in the Village of Palm Springs. The primary objective of weighting survey data is to make the survey respondents reflective of the larger population of the community. The characteristics used for weighting were age, sex, race, Hispanic origin, housing type, housing tenure, and area. No adjustments were made for design effects. Weights were calculated using an iterative, multiplicative raking model known as the ANES Weighting Algorithm.* The results of the weighting scheme for the probability sample are presented in the following table.

NRC aligns demographic labels with those used by the U.S. Census for reporting purposes, when possible. Some categories (e.g., age, race/Hispanic origin, housing type, and length of residency) are combined into smaller subgroups.

		Unweighted	Weighted	Target*
Age	18-34	3%	17%	32%
	35-54	28%	49%	41%
	55+	69%	33%	27%
Area	Other Utilities	2%	8%	7%
	Palm Springs	98%	92%	94%
Hispanic origin	No, not Spanish, Hispanic, or Latino	74%	39%	39%
	Spanish, Hispanic, or Latino	26%	61%	61%
Housing tenure	Own	81%	44%	44%
	Rent	19%	56%	56%
Housing type	Attached	45%	69%	69%
	Detached	55%	31%	31%
Race & Hispanic origin	Not white alone	36%	76%	78%
	White alone, not Hispanic or Latino	64%	24%	22%
Sex	Man	37%	44%	50%
	Woman	63%	56%	50%
Sex/age	Man 18-34	1%	3%	16%
	Man 35-54	9%	25%	20%
	Man 55+	27%	16%	13%
	Woman 18-34	3%	14%	16%
	Woman 35-54	19%	25%	20%
	Woman 55+	42%	17%	14%

The survey datasets were analyzed using all or some of a combination of the Statistical Package for the Social Sciences (SPSS), R, Python, and Tableau. For the most part, the percentages presented in the reports represent the “percent positive.” The percent positive is the combination of the top two most positive response options (i.e., excellent/good, very safe/somewhat safe, essential/very important, etc.), or, in the case of resident behaviors/participation, the percent positive represents the proportion of respondents indicating “yes” or participating in an activity at least once a month.

On many of the questions in the survey respondents may answer “don’t know.” The proportion of respondents giving this reply is shown in the full set of responses included in the tab “Complete data”. However, these responses have been removed from the analyses presented in the reports. In other words, the tables and graphs display the responses from respondents who had an opinion about a specific item.

Contact

The Village of Palm Springs funded this research. Please contact Kimberly Glas-Castro of the Village of Palm Springs at kglas-castro@vpsfl.org if you have any questions about the survey.

Survey Validity

See the Polco Knowledge Base article on survey validity at <https://info.polco.us/knowledge/statistical-vali>

* See AAPOR’s Standard Definitions for more information at

<https://www.aapor.org/Publications-Media/AAPOR-Journals/Standard-Definitions.aspx>

* Pasek, J. (2010). ANES Weighting Algorithm. Retrieved from

<https://web.stanford.edu/group/iriss/cgi-bin/anesrake/resources/RakingDescription.pdf>

* Targets come from the 2010 Census and 2020 American Community Survey

Key Findings

Safety is both a community strength and a top priority for residents

Approximately 9 in 10 residents say they feel safe in their neighborhoods as well as commercial corridors during the day. In fact, residents positively rated several safety categories above or near 80%, including feelings of safety from violent crime, natural disaster, and property crime. Emergency services were similarly well-rated, with 95% of residents positively rating fire and emergency medical services. At least 8 in 10 respondents positively rated the Village's police services, crime prevention, and animal control services. With more than three-quarters of survey participants favorably viewing the overall safety of the Village, it also remains the highest priority, with 93% of the Village agreeing on its importance.

Digging deeper into the topic of safety, the Village asked residents a variety of related custom questions. The results show that nearly 8 in 10 residents believe that the Village Police Department met their needs for a community police department. More than two-thirds of respondents also found Palm Springs police officers to be friendly and accessible. Additionally, the Police Department's responsiveness to residents' requests/needs was rated positively by 72% of residents. An area of opportunity may be in helping the community get to know their local officers. Only 54% of residents believed that Palm Springs police officers cared about them, and the same percentage stated they could recognize Village officers.

Residents value the economic opportunities in Palm Springs and emphasize the importance of economic health.

Overall economic health was rated as essential or very important by 92% of residents, while about 6 in 10 gave positive reviews to the quality of the overall economic health. At least three-quarters of residents rated the overall quality and overall variety of business establishments in the Village, the latter of which places Palm Springs above the national benchmark. Also above the national benchmark are the ratings for the Village's shopping opportunities and employment opportunities with scores of 73% and 62%, respectively. Additionally, more than 7 in 10 residents positively view Palm Springs as a place to work. While similar to the benchmark, less than half of residents offered positive ratings for the cost of living in Palm Springs. Additionally, only about 1 in 10 residents feel optimistic about the impact of the economy on their family income in the next 6 months, which is lower than the national benchmark.

Palm Springs is open and welcoming to those of diverse backgrounds, and residents highlight opportunity for greater engagement.

More than 8 in 10 residents believe that the Palm Springs community both values and attracts people from diverse backgrounds. Likewise, 82% positively rate the Village's openness and acceptance toward people of diverse backgrounds. 72% believe that Palm Springs takes excellent or good care of their most vulnerable residents (elderly, disabled, etc.). Each of these four scored higher than the national benchmarks. About three-quarters of residents stated that the Palm Springs community makes residents feel welcome, which is similarly reflected with positive ratings in the Village as a place to raise children (80%), as a place to retire (67%), and the neighborliness of residents (70%). Overall ratings were positive and either at or above national benchmarks, but residents indicate better engagement may be an area of opportunity, as less than half positively rated the connection and engagement of the residents in their community. While opportunities to volunteer and participate in community matters received positive ratings by roughly 7 in 10 residents, fewer than 1 in 10 respondents stated that they had attended a local public meeting, volunteered their time, or advocated for an issue or cause, lower than the benchmarks in each category, and indicating a possible area of opportunity for the Village.

The Village's parks and recreational opportunities are valued by residents

More than three-quarters of survey participants positively rated the overall quality of parks and recreational opportunities in Palm Springs, with residents being most satisfied with Village parks (81%). Nearly 8 in 10 of respondents felt that there were sufficient parks and open spaces in the Village. There does appear to be a desire among residents for a more diverse offering of recreation programs and spaces. Only about half of residents stated that the Parks & Recreation Department provides the types of activities they want. Similarly, only 57% of respondents stated that Village parks provided the amenities that they desire. Despite this, roughly two-thirds of respondents still positively rated the quality of the recreation programs, classes, and facilities in Palm Springs.

Facets of livability

Resident perceptions of quality and importance for each of the facets of community livability provide an overview of community strengths and challenges that are useful for planning, budgeting and performance evaluation. The charts below show the proportion of residents who rated the community facets positively for quality and the priority (importance) placed on each. Also ..

Please rate each of the following characteristics as they relate to Palm Springs as a whole.
(% excellent or good)

vs.
benchmark*

Overall economic health of Palm Springs	57%	Similar
Overall quality of the transportation system (auto, bicycle, foot, bus) in Palm Springs	64%	Higher
Overall design or layout of Palm Springs' residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	74%	Higher
Overall quality of the utility infrastructure in Palm Springs (water, sewer, storm water, electric/gas, broadband)	75%	Similar
Overall feeling of safety in Palm Springs	77%	Similar
Overall quality of natural environment in Palm Springs	68%	Similar
Overall quality of parks and recreation opportunities	77%	Similar
Overall health and wellness opportunities in Palm Springs	70%	Similar
Overall opportunities for education, culture, and the arts	61%	Similar
Residents' connection and engagement with their community	48%	Similar

Please rate how important, if at all, you think it is for the Palm Springs community to focus on each of the following in the coming two years. (% essential or very important)

Overall economic health of Palm Springs	92%	Similar
Overall quality of the transportation system (auto, bicycle, foot, bus) in Palm Springs	88%	Higher
Overall design or layout of Palm Springs' residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	79%	Similar
Overall quality of the utility infrastructure in Palm Springs (water, sewer, storm water, electric/gas, broadband)	89%	Similar
Overall feeling of safety in Palm Springs	93%	Similar
Overall quality of natural environment in Palm Springs	86%	Similar
Overall quality of parks and recreation opportunities	91%	Similar
Overall health and wellness opportunities in Palm Springs	87%	Similar
Overall opportunities for education, culture, and the arts	84%	Similar
Residents' connection and engagement with their community	82%	Similar

* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

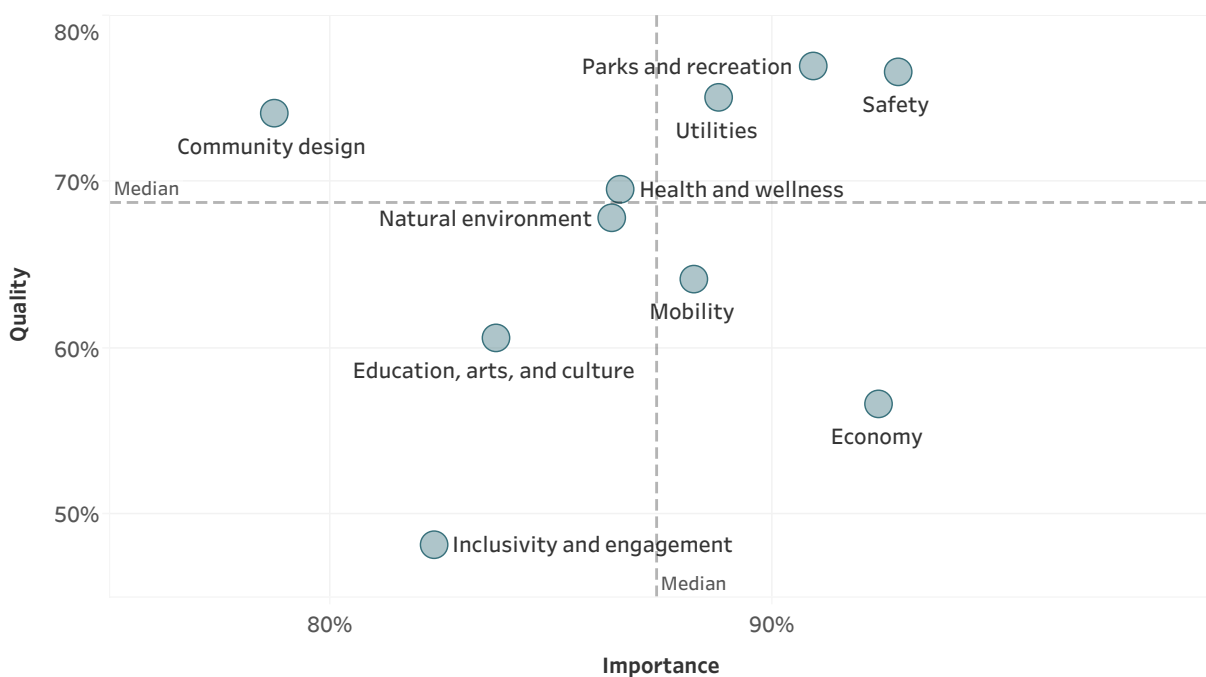
Balancing performance and importance

Every jurisdiction must balance limited resources while meeting resident needs and striving to optimize community livability. To this end, it is helpful to know what aspects of the community are most important to residents and which they perceive as being of higher or lower quality. It is especially helpful to know when a facet of livability is considered of high importance but rated as lower quality, as this should be a top priority to address.

To help guide Village staff and officials with decisions on future resource allocation, resident ratings of the importance of services were compared to their ratings of the quality of these services. To identify the services perceived by residents to have relatively lower quality at the same time as relatively higher importance, all services were ranked from highest perceived quality to lowest perceived quality and from highest perceived importance to lowest perceived importance. Some services were in the top half of both lists (higher quality and higher importance); some were in the top half of one list but the bottom half of the other (higher quality and lower importance or lower quality and higher importance); and some services were in the bottom half of both lists.

Services receiving quality ratings of excellent or good by 68% or more of respondents were considered of “higher quality” and those with ratings lower than 68% were considered to be of “lower quality.” Services were classified as “more important” if they were rated as essential or very important by 88% or more of respondents. Services were rated as “less important” if they received a rating of less than 88%. This classification uses the median ratings for quality and importance to divide the services in half.

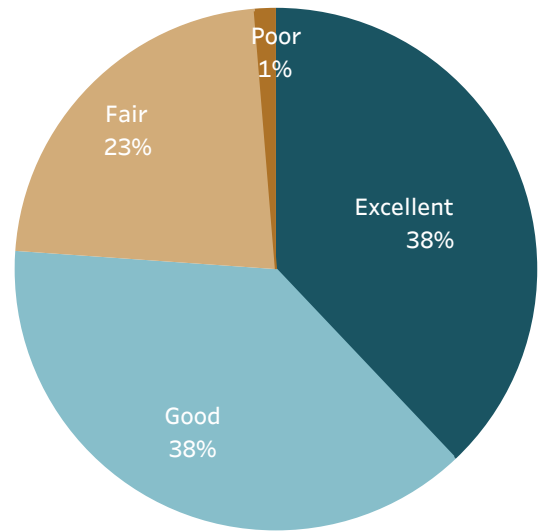
The quadrants in the figure below show which community facets were given higher or lower importance ratings (right-left) and which had higher or lower quality ratings (up-down). Facets of livability falling closer to a diagonal line from the lower left to the upper right are those where performance ratings are more commensurate with resident priorities. Facets scoring closest to the lower right hand corner of the matrix (higher in importance and lower in quality) are those that may warrant further investigation to see if changes to their delivery are necessary to improve their performance. This is the key part of this chart on which to focus. Facets falling in the top left hand corner of the chart (lower in importance but higher in quality) are areas where performance may outscore resident priorities, and may be a consideration for lower resource allocation.



The overall quality of life in Palm Springs

Quality of life

Measuring community livability starts with assessing the quality of life of those who live there, and ensuring that the community is attractive, accessible, and welcoming to all.



Please rate each of the following aspects of quality of life in Palm Springs.
(% excellent or good)

		vs. benchmark*
Palm Springs as a place to live	88%	Similar
The overall quality of life in Palm Springs	78%	Similar

Please indicate how likely or unlikely you are to do each of the following.
(% very or somewhat likely)

Recommend living in Palm Springs to someone who asks	85%	Similar
Remain in Palm Springs for the next five years	83%	Similar

Please rate each of the following in the Palm Springs community.
(% excellent or good)

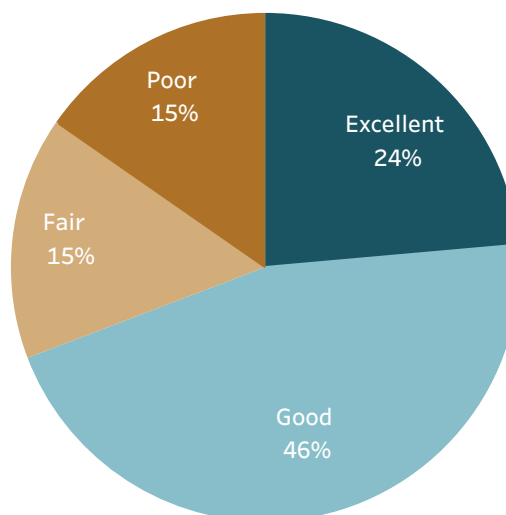
Overall image or reputation of Palm Springs	79%	Similar
---	-----	---------

* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Governance

Strong local governments produce results that meet the needs of residents while making the best use of available resources, and are responsive to the present and future needs of the community as a whole.

Overall confidence in Palm Springs government



Please rate the quality of each of the following services in Palm Springs.
(% excellent or good)

vs.
benchmark*

Overall customer service by Palm Springs employees (police, receptionists, planners, etc.)	77%	Similar
Public information services	71%	Similar

Please rate the following categories of Palm Springs government performance.
(% excellent or good)

Treating all residents fairly	82%	Higher
Generally acting in the best interest of the community	78%	Higher
Treating residents with respect	77%	Similar
Being open and transparent to the public	74%	Higher
Being honest	74%	Similar
Overall confidence in Palm Springs government	68%	Similar
Informing residents about issues facing the community	66%	Similar
The overall direction that Palm Springs is taking	65%	Similar
The value of services for the taxes paid to Palm Springs	60%	Similar
The job Palm Springs government does at welcoming resident involvement	58%	Similar

Overall, how would you rate the quality of the services provided by each of the following?
(% excellent or good)

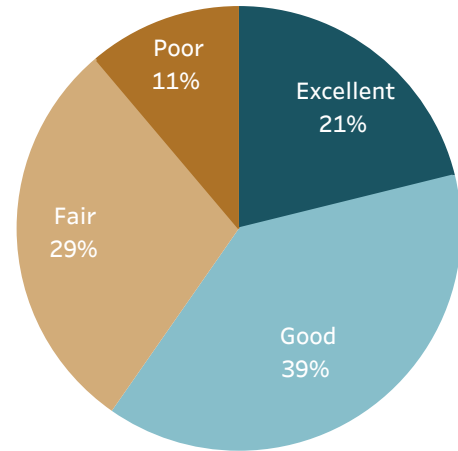
The Village of Palm Springs	79%	Similar
The Federal Government	53%	Higher

* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Overall economic health of Palm Springs

Economy

Local governments work together with private and nonprofit businesses, and with the community at large, to foster sustainable growth, create jobs, and promote a thriving local economy.



Please rate each of the following aspects of quality of life in Palm Springs.
(% excellent or good)

		vs. benchmark*
Palm Springs as a place to work	72%	Similar
Palm Springs as a place to visit	63%	Similar

Please rate each of the following characteristics as they relate to Palm Springs as a whole.
(% excellent or good)

Overall economic health of Palm Springs	57%	Similar
---	-----	---------

Please rate each of the following in the Palm Springs community.
(% excellent or good)

Overall quality of business and service establishments in Palm Springs	79%	Similar
Variety of business and service establishments in Palm Springs	74%	Higher
Shopping opportunities	73%	Higher
Employment opportunities	62%	Higher
Vibrancy of commercial corridors	61%	Similar
Cost of living in Palm Springs	46%	Similar

Please rate the quality of each of the following services in Palm Springs.
(% excellent or good)

Economic development	65%	Similar
----------------------	-----	---------

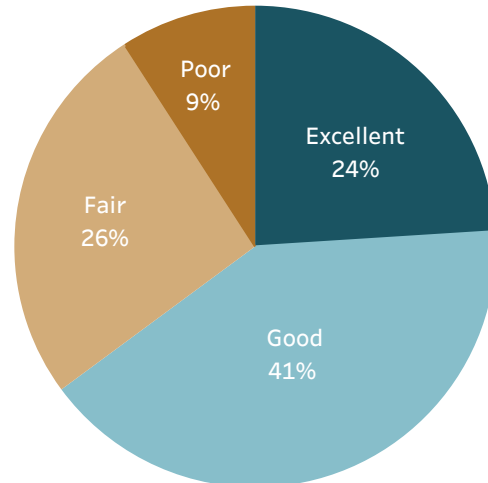
What impact, if any, do you think the economy will have on your family income in the next 6 months?
(% very or somewhat positive)

What impact, if any, do you think the economy will have on your family income in the next 6 months?	13%	Lower
---	-----	-------

Mobility

The ease with which residents can move about their communities, whether for commuting, leisure, or recreation, plays a major role in the quality of life for all who live, work, and play in the community.

Overall quality of the transportation system in Palm Springs



Please rate each of the following characteristics as they relate to Palm Springs as a whole.
(% excellent or good)

vs.
benchmark*

Overall quality of the transportation system (auto, bicycle, foot, bus) in Palm Springs	64%	Higher
---	-----	--------

Please also rate each of the following in the Palm Springs community.
(% excellent or good)

Ease of walking in Palm Springs	75%	Similar
Ease of travel by car in Palm Springs	75%	Similar
Traffic flow on major streets	59%	Similar
Ease of travel by bicycle in Palm Springs	59%	Similar
Ease of travel by public transportation in Palm Springs	56%	Similar

Please indicate whether or not you have done each of the following in the last 12 months.
(% yes)

Walked or biked instead of driving	51%	Similar
Carpooled with other adults or children instead of driving alone	29%	Lower
Used bus, rail, or other public transportation instead of driving	22%	Similar

Please rate the quality of each of the following services in Palm Springs.
(% excellent or good)

Street repair	73%	Higher
Bus or transit services	72%	Higher

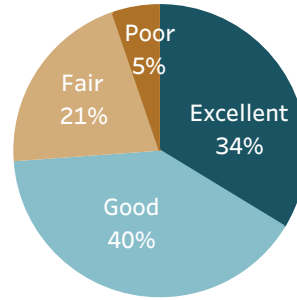
Traffic enforcement	71%	Similar
Street cleaning	69%	Similar
Traffic signal timing	65%	Higher
Sidewalk maintenance	62%	Similar
Street lighting	58%	Similar

* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Overall design or layout of Palm Springs's residential and commercial areas

Community design

A well-designed community enhances the quality of life for its residents by encouraging smart land use and zoning, ensuring that affordable housing is accessible to all, and providing access to parks and other green spaces.



Please rate each of the following aspects of quality of life in Palm Springs.
(% excellent or good)

vs.
benchmark*

Your neighborhood as a place to live

80%

Similar

Please rate each of the following characteristics as they relate to Palm Springs as a whole.
(% excellent or good)

Overall design or layout of Palm Springs' residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)

74%

Higher

Please also rate each of the following in the Palm Springs community.
(% excellent or good)

Well-planned commercial growth

72%

Higher

Preservation of the historical or cultural character of the community

70%

Similar

Overall appearance of Palm Springs

68%

Similar

Well-designed neighborhoods

66%

Similar

Well-planned residential growth

66%

Higher

Overall quality of new development in Palm Springs

57%

Similar

Public places where people want to spend time

54%

Similar

Variety of housing options

48%

Similar

Availability of affordable quality housing

32%

Similar

Please rate the quality of each of the following services in Palm Springs.
(% excellent or good)

Land use, planning, and zoning

68%

Higher

Code enforcement (weeds, abandoned buildings, etc.)

62%

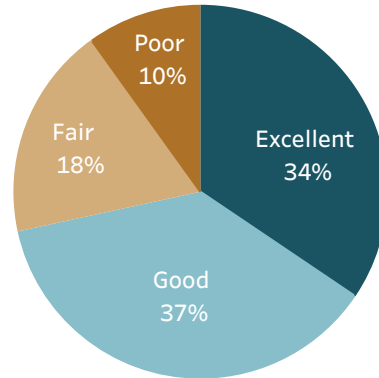
Similar

* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Overall quality of the utility infrastructure in Palm Springs

Utilities

Services such as water, gas, electricity, and internet access play a vital role in ensuring the physical and economic health and well-being of the communities they serve.



Please rate the quality of each of the following services in Palm Springs.
(% excellent or good)

		vs. benchmark*
Sewer services	86%	Similar
Garbage collection	81%	Similar
Drinking water	78%	Similar
Power (electric and/or gas) utility	76%	Similar
Storm water management (storm drainage, dams, levees, etc.)	75%	Similar
Affordable high-speed internet access	60%	Similar
Utility billing	59%	Similar

Please rate each of the following characteristics as they relate to Palm Springs as a whole.
(% excellent or good)

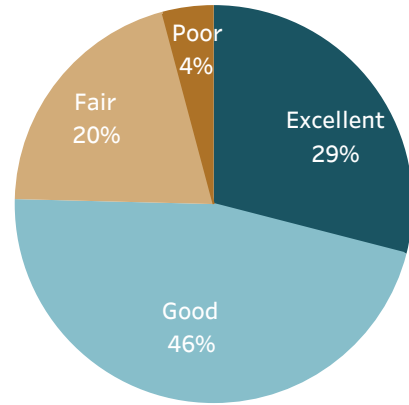
Overall quality of the utility infrastructure in Palm Springs (water, sewer, storm water, electric/gas, broadband)	75%	Similar
--	-----	---------

* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Overall feeling of safety in Palm Springs

Safety

Public safety is often the most important task facing local governments. All residents should feel safe and secure in their neighborhoods and in the greater community, and providing robust safety-related services is essential to residents' quality of life.



Please rate each of the following characteristics as they relate to Palm Springs as a whole.
(% excellent or good)

vs.
benchmark*

Overall feeling of safety in Palm Springs	77%	Similar
---	-----	---------

Please rate how safe or unsafe you feel:
(% very or somewhat safe)

In your neighborhood during the day	91%	Similar
In Palm Springs' commercial corridors during the day	86%	Similar
From violent crime	83%	Similar
From fire, flood, or other natural disaster	82%	Similar
From property crime	78%	Similar

Please rate the quality of each of the following services in Palm Springs.
(% excellent or good)

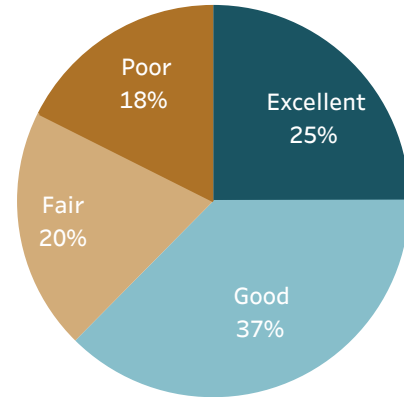
Ambulance or emergency medical services	95%	Similar
Fire services	95%	Similar
Animal control	85%	Higher
Crime prevention	80%	Similar
Police services	79%	Similar
Emergency preparedness (services that prepare the community for natural disasters or other emergency situations)	74%	Similar
Fire prevention and education	67%	Similar

* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Overall quality of natural environment in Palm Springs

Natural environment

The natural environment plays a vital role in the health and well-being of residents. The natural spaces in which residents live and experience their communities has a direct and profound effect on quality of life.



Please rate each of the following characteristics as they relate to Palm Springs as a whole.
(% excellent or good)

vs.
benchmark*

Overall quality of natural environment in Palm Springs	68%	Similar
--	-----	---------

Please also rate each of the following in the Palm Springs community.
(% excellent or good)

Air quality	86%	Similar
Water resources (lakes, ponds, canals, etc.)	73%	Similar
Cleanliness of Palm Springs	68%	Similar

Please rate the quality of each of the following services in Palm Springs.
(% excellent or good)

Yard waste pick-up	78%	Similar
Palm Springs open space	78%	Higher
Preservation of natural areas	74%	Similar
Recycling	69%	Similar

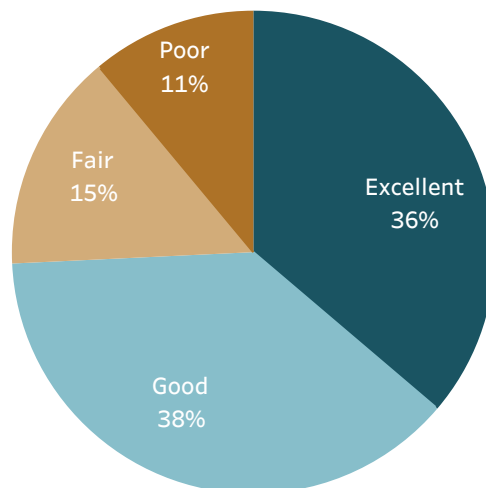
* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Parks and recreation

"There are no communities that pride themselves on their quality of life, promote themselves as a desirable location for businesses to relocate, or maintain that they are environmental stewards of their natural resources, without such communities having a robust, active system of parks and recreation programs for public use and enjoyment."

- National Recreation and Park Association

Overall quality of the parks and recreation opportunities



Please rate each of the following characteristics as they relate to Palm Springs as a whole.
(% excellent or good)

Overall quality of parks and recreation opportunities	77%	vs. benchmark*
---	-----	----------------

Please also rate each of the following in the Palm Springs community.
(% excellent or good)

Availability of paths and walking trails	65%	Similar
Recreational opportunities	61%	Similar
Fitness opportunities (including exercise classes and paths or trails, etc.)	61%	Similar

Please rate the quality of each of the following services in Palm Springs.
(% excellent or good)

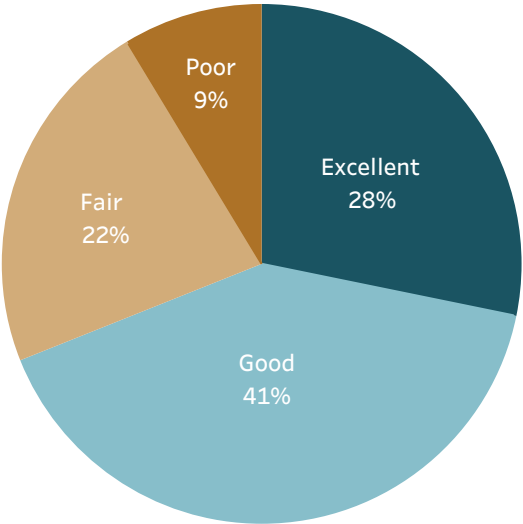
Village parks	81%	Similar
Recreation programs or classes	68%	Similar
Recreation centers or facilities	66%	Similar

* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Overall health and wellness opportunities in Palm Springs

Health and wellness

The characteristics of and amenities available in the communities in which people live has a direct impact on the health and wellness of residents, and thus, on their quality of life overall.



Please rate each of the following characteristics as they relate to Palm Springs as a whole. (% excellent or good)		vs. benchmark*
Overall health and wellness opportunities in Palm Springs	70%	Similar

Please also rate each of the following in the Palm Springs community.
(% excellent or good)

Availability of affordable quality health care	66%	Similar
Availability of preventive health services	65%	Similar
Availability of affordable quality food	60%	Similar
Availability of affordable quality mental health care	57%	Higher

Please rate the quality of each of the following services in Palm Springs.
(% excellent or good)

Health services	79%	Similar
-----------------	-----	---------

Please rate your overall health.
(% excellent or very good)

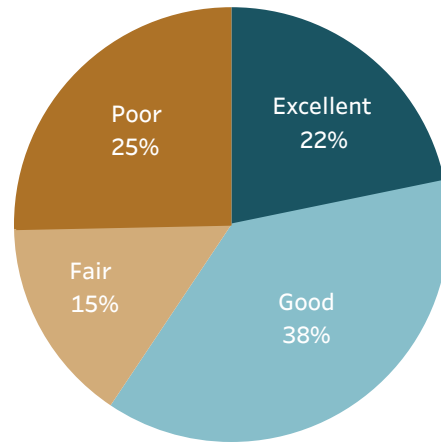
Please rate your overall health.	53%	Similar
----------------------------------	-----	---------

* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Overall opportunities for education, culture and the arts

Education, arts, and culture

Participation in the arts, in educational opportunities, and in cultural activities is linked to increased civic engagement, greater social tolerance, and enhanced enjoyment of the local community.



Please rate each of the following characteristics as they relate to Palm Springs as a whole.
(% excellent or good)

		vs. benchmark*
Overall opportunities for education, culture, and the arts	61%	Similar

Please also rate each of the following in the Palm Springs community.
(% excellent or good)

Adult educational opportunities	65%	Similar
K-12 education	65%	Similar
Availability of affordable quality childcare/preschool	63%	Similar
Opportunities to attend special events and festivals	59%	Similar
Community support for the arts	54%	Similar
Opportunities to attend cultural/arts/music activities	51%	Similar

Please rate the quality of each of the following services in Palm Springs.
(% excellent or good)

Public library services	86%	Similar
-------------------------	-----	---------

* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Residents' connection and engagement with their community

Inclusivity and engagement

Inclusivity refers to a cultural and environmental feeling of belonging; residents who feel invited to participate within their communities feel more included, involved, and engaged than those who do not.



Please rate each of the following aspects of quality of life in Palm Springs.
(% excellent or good)

		vs. benchmark*
Palm Springs as a place to raise children	80%	Similar
Sense of community	68%	Similar
Palm Springs as a place to retire	67%	Similar

Please rate each of the following characteristics as they relate to Palm Springs as a whole.
(% excellent or good)

Residents' connection and engagement with their community	48%	Similar
---	-----	---------

Please rate the job you feel the Palm Springs community does at each of the following.
(% excellent or good)

Valuing/respecting residents from diverse backgrounds	82%	Higher
Attracting people from diverse backgrounds	81%	Higher
Making all residents feel welcome	75%	Similar
Taking care of vulnerable residents (elderly, disabled, homeless, etc.)	72%	Higher

Please also rate each of the following in the Palm Springs community.
(% excellent or good)

Openness and acceptance of the community toward people of diverse backgrounds	82%	Higher
Opportunities to volunteer	72%	Similar

Opportunities to participate in community matters	72%	Similar
Neighborliness of residents in Palm Springs	70%	Similar
Sense of civic/community pride	67%	Similar
Opportunities to participate in social events and activities	63%	Similar

* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Residents' participation levels

Please indicate whether or not you have done each of the following in the last 12 months.

(% yes)

VS...

Contacted the Village of Palm Springs (in-person, phone, email, or web) for help or information	52%	Similar
Voted in your most recent local election	50%	Much lower
Contacted Palm Springs elected officials (in-person, phone, email, or web) to express your opinion	12%	Similar
Attended a local public meeting (of local elected officials like City Council or County Commissioners, advisory boards, town halls, HOA, neighborhood watch, ..	9%	Lower
Volunteered your time to some group/activity in Palm Springs	9%	Much lower
Campaigned or advocated for a local issue, cause, or candidate	5%	Lower

In general, how many times do you:

(% a few times a week or more)

Access the internet from your cell phone	99%	Similar
Use or check email	96%	Similar
Access the internet from your home using a computer, laptop, or tablet computer	95%	Similar
Visit social media sites such as Facebook, Twitter, Nextdoor, etc.	83%	Similar
Shop online	56%	Similar
Share your opinions online	42%	Higher

* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Custom questions

Below are the complete set of responses to each custom question on the survey. By default, “don’t know” responses are excluded, but may be added to the table using the response filter below.

Include “don’t know”

No

% positive

Please indicate whether you agree or disagree with the following statements.				
Please indicate whether you agree or disagree with the following statements.	There are sufficient parks and open spaces in the Village	Strongly Agree		26%
		Agree		51%
		Neither Agree/Disagree		12%
		Disagree		11%
	Village parks provide the amenities that I desire	Strongly Agree		24%
		Agree		33%
		Neither Agree/Disagree		35%
		Disagree		8%
		Strongly Disagree		0%
	The Parks & Recreation Department provides the type of sports, programs, and activities that I want	Strongly Agree		16%
		Agree		36%
		Neither Agree/Disagree		36%
		Disagree		9%
		Strongly Disagree		3%
	The Palm Springs Library provides the books, materials, digital content, and activities that I want	Strongly Agree		38%
		Agree		31%
		Neither Agree/Disagree		29%
		Disagree		1%
	The Palm Springs Library provides sufficient educational resources for children and parents	Strongly Agree		37%
		Agree		21%
		Neither Agree/Disagree		39%
		Disagree		3%
	The Village quarterly (printed) newsletter and electronic news updates keep me informed of Village efforts and community events	Strongly Agree		39%
		Agree		29%
		Neither Agree/Disagree		26%
		Disagree		4%
		Strongly Disagree		2%
	The overall appearance of village aesthetics (village streets, entranceways, intersections, and landscaping) is visually appealing	Strongly Agree		30%
		Agree		43%
		Neither Agree/Disagree		16%
		Disagree		10%
		Strongly Disagree		2%
Please indicate whether you agree or disagree with the following statements about the Palm Springs Police Department.	The Village Police Department meets my expectations for a community police department	Strong Agree		30%
		Agree		47%
		Neither Agree/Disagree		18%
		Disagree		3%
		Strongly Disagree		1%
	Palm Springs Police Officers are friendly and accessible	Strong Agree		33%
		Agree		36%
		Neither Agree/Disagree		24%
		Disagree		7%
		Strongly Disagree		0%
	The Palm Springs Police Department has a visible presence on a regular basis in my neighborhood	Strong Agree		28%
		Agree		33%
		Neither Agree/Disagree		19%
		Disagree		18%
		Strongly Disagree		0%
	The Palm Springs Police Department is a good representation of community-based	Strong Agree		30%
		Aagree		29%

policing	Neither Agree/Disagree		28%
	Disagree		12%
	Strongly Disagree		1%
The Palm Springs Police Department is responsive to my requests/needs	Strong Agree		32%
	Agree		40%
	Neither Agree/Disagree		27%
	Disagree		2%
	Strongly Disagree		0%
Palm Springs police officers care about me	Strong Agree		22%
	Agree		32%
	Neither Agree/Disagree		42%
	Disagree		2%
	Strongly Disagree		2%
I know/recognize our Village police officers	Strong Agree		18%
	Agree		36%
	Neither Agree/Disagree		26%
	Disagree		7%
	Strongly Disagree		14%

National benchmark tables

This table contains the comparisons of Palm Springs's results to those from other communities. The first column shows the comparison of Palm Springs's rating to the benchmark. Palm Springs's results are noted as being "higher", "lower" or "similar" to the benchmark, meaning that the average rating given by Palm Springs residents is statistically similar to or different than the benchmark. The second column is Palm Springs's "percent positive." Most commonly, the percent positive is the combination of the top two most positive response options (i.e., excellent/good). The third column is the rank assigned to Palm Springs's rating among communities where a similar question was asked. The fourth column is the number of communities that asked a similar question. The fifth column shows the percentile for Palm Springs's result -- that is what percent of surveyed communities had a lower rating than Palm Springs.

			% positive	Rank	Number of communities	Percentile
Please rate each of the following aspects of quality of life in Palm Springs.	Palm Springs as a place to live	Similar	88%	153	357	57
	Your neighborhood as a place to live	Similar	80%	215	309	30
	Palm Springs as a place to raise children	Similar	80%	180	361	50
	Palm Springs as a place to work	Similar	72%	101	352	71
	Palm Springs as a place to visit	Similar	63%	171	310	45
	Palm Springs as a place to retire	Similar	67%	191	357	46
	The overall quality of life in Palm Springs	Similar	78%	186	382	51
	Sense of community	Similar	68%	103	309	66
Please rate each of the following characteristics as they relate to Palm Springs as a whole.	Overall economic health of Palm Springs	Similar	57%	181	297	39
	Overall quality of the transportation system (auto, bicycle, foot, bus) in Palm Springs	Higher	64%	38	189	80
	Overall design or layout of Palm Springs' residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	Higher	74%	36	290	87
	Overall quality of the utility infrastructure in Palm Springs (water, sewer, storm water, electric/gas, broadband)	Similar	75%	41	184	78
	Overall feeling of safety in Palm Springs	Similar	77%	207	347	40
	Overall quality of natural environment in Palm Springs	Similar	68%	230	299	23

Please rate each of the following characteristics as they relate to Palm Springs as a whole.	Overall quality of parks and recreation opportunities	Similar	77%	110	189	42
	Overall health and wellness opportunities in Palm Springs	Similar	70%	170	292	42
	Overall opportunities for education, culture, and the arts	Similar	61%	194	294	34
	Residents' connection and engagement with their community	Similar	48%	126	186	32
Please indicate how likely or unlikely you are to do each of the following.	Recommend living in Palm Springs to someone who asks	Similar	85%	164	301	45
	Remain in Palm Springs for the next five years	Similar	83%	167	298	44
Please rate how safe or unsafe you feel:	In your neighborhood during the day	Similar	91%	284	328	13
	In Palm Springs' commercial corridors during the day	Similar	86%	221	312	29
	From property crime	Similar	78%	70	194	64
	From violent crime	Similar	83%	115	194	40
	From fire, flood, or other natural disaster	Similar	82%	61	184	67
Please rate the job you feel the Palm Springs community does at each of the following.	Making all residents feel welcome	Similar	75%	33	192	83
	Attracting people from diverse backgrounds	Higher	81%	13	189	93
	Valuing/respecting residents from diverse backgrounds	Higher	82%	6	190	97
	Taking care of vulnerable residents (elderly, disabled, homeless, etc.)	Higher	72%	18	186	90
Please rate each of the following in the Palm Springs community.	Overall quality of business and service establishments in Palm Springs	Similar	79%	66	298	78
	Variety of business and service establishments in Palm Springs	Higher	74%	29	186	84
	Vibrancy of commercial corridors	Similar	61%	88	278	68
	Employment opportunities	Higher	62%	66	313	79
	Shopping opportunities	Higher	73%	37	304	88

Please rate each of the following in the Palm Springs community.	Cost of living in Palm Springs	Similar	46%	128	291	56
	Overall image or reputation of Palm Springs	Similar	79%	145	352	59
Please also rate each of the following in the Palm Springs community.	Traffic flow on major streets	Similar	59%	89	324	72
	Ease of travel by car in Palm Springs	Similar	75%	113	312	64
	Ease of travel by public transportation in Palm Springs	Similar	56%	66	273	76
	Ease of travel by bicycle in Palm Springs	Similar	59%	105	314	66
	Ease of walking in Palm Springs	Similar	75%	90	315	71
	Well-planned residential growth	Higher	66%	17	188	91
	Well-planned commercial growth	Higher	72%	10	188	95
	Well-designed neighborhoods	Similar	66%	33	185	82
	Preservation of the historical or cultural character of the community	Similar	70%	38	184	79
	Public places where people want to spend time	Similar	54%	176	285	38
	Variety of housing options	Similar	48%	142	297	52
	Availability of affordable quality housing	Similar	32%	141	319	56
	Overall quality of new development in Palm Springs	Similar	57%	75	309	76
	Overall appearance of Palm Springs	Similar	68%	183	331	45
	Cleanliness of Palm Springs	Similar	68%	158	320	50
	Water resources (lakes, ponds, canals, etc.)	Similar	73%	55	169	68
	Air quality	Similar	86%	106	284	63
	Availability of paths and walking trails	Similar	65%	171	315	46

Please also rate each of the following in the Palm Springs community.	Fitness opportunities (including exercise classes and paths or trails, etc.)	Similar	61%	209	285	27
	Recreational opportunities	Similar	61%	216	306	29
	Availability of affordable quality food	Similar	60%	151	279	46
	Availability of affordable quality health care	Similar	66%	114	288	60
	Availability of preventive health services	Similar	65%	122	274	55
	Availability of affordable quality mental health care	Higher	57%	36	275	87
	Opportunities to attend cultural/arts/music activities	Similar	51%	215	302	29
	Community support for the arts	Similar	54%	112	185	40
	Availability of affordable quality childcare/preschool	Similar	63%	64	286	77
	K-12 education	Similar	65%	184	289	36
	Adult educational opportunities	Similar	65%	118	282	58
	Sense of civic/community pride	Similar	67%	76	185	59
	Neighborliness of residents in Palm Springs	Similar	70%	102	287	64
	Opportunities to participate in social events and activities	Similar	63%	164	294	44
	Opportunities to attend special events and festivals	Similar	59%	220	291	24
	Opportunities to volunteer	Similar	72%	128	290	56
	Opportunities to participate in community matters	Similar	72%	72	292	75
	Openness and acceptance of the community toward people of diverse backgrounds	Higher	82%	19	309	94
Please indicate whether or not you have done each of the following in the last 12 months.	Contacted the Village of Palm Springs (in-person, phone, email, or web) for help or information	Similar	52%	86	327	74
	Contacted Palm Springs elected officials (in-person, phone, email, or web) to express your opinion	Similar	12%	233	285	18

Please indicate whether or not you have done each of the following in the last 12 months.	Attended a local public meeting (of local elected officials like City Council or County Commissioners, advisory boards, town halls, HOA, neighborhood watch, etc.)	Lower	9%	281	288	2
	Volunteered your time to some group/activity in Palm Springs	Much lower	9%	289	291	1
	Campaigned or advocated for a local issue, cause, or candidate	Lower	5%	279	280	0
	Voted in your most recent local election	Much lower	50%	187	187	0
	Used bus, rail, or other public transportation instead of driving	Similar	22%	89	260	66
	Carpooled with other adults or children instead of driving alone	Lower	29%	272	282	3
	Walked or biked instead of driving	Similar	51%	190	286	33
Please rate the quality of each of the following services in Palm Springs.	Public information services	Similar	71%	80	304	73
	Economic development	Similar	65%	55	298	81
	Traffic enforcement	Similar	71%	105	346	69
	Traffic signal timing	Higher	65%	19	290	93
	Street repair	Higher	73%	18	340	95
	Street cleaning	Similar	69%	100	304	67
	Street lighting	Similar	58%	138	333	58
	Sidewalk maintenance	Similar	62%	137	300	54
	Bus or transit services	Higher	72%	34	270	87
	Land use, planning, and zoning	Higher	68%	11	306	96
	Code enforcement (weeds, abandoned buildings, etc.)	Similar	62%	81	339	76
	Affordable high-speed internet access	Similar	60%	61	182	67
	Garbage collection	Similar	81%	212	322	34

Please rate the quality of each of the following services in Palm Springs.

Drinking water	Similar	78%	65	302	78
Sewer services	Similar	86%	53	305	82
Storm water management (storm drainage, dams, levees, etc.)	Similar	75%	65	317	79
Power (electric and/or gas) utility	Similar	76%	128	245	48
Utility billing	Similar	59%	196	271	28
Police services	Similar	79%	228	373	39
Crime prevention	Similar	80%	93	345	73
Animal control	Higher	85%	26	316	92
Ambulance or emergency medical services	Similar	95%	34	310	89
Fire services	Similar	95%	95	336	72
Fire prevention and education	Similar	67%	238	301	21
Emergency preparedness (services that prepare the community for natural disasters or other emergency situations)	Similar	74%	69	300	77
Preservation of natural areas	Similar	74%	51	283	82
Palm Springs open space	Higher	78%	25	275	91
Recycling	Similar	69%	213	325	34
Yard waste pick-up	Similar	78%	118	280	58
Village parks	Similar	81%	150	318	53
Recreation programs or classes	Similar	68%	203	311	35
Recreation centers or facilities	Similar	66%	119	294	59
Health services	Similar	79%	77	269	71

Please rate the quality of each of the following services in Palm Springs.	Public library services	Similar	86%	139	315	56
	Overall customer service by Palm Springs employees (police, receptionists, planners, etc.)	Similar	77%	208	361	42
Please rate the following categories of Palm Springs government performance.	The value of services for the taxes paid to Palm Springs	Similar	60%	164	365	55
	The overall direction that Palm Springs is taking	Similar	65%	75	330	77
	The job Palm Springs government does at welcoming resident involvement	Similar	58%	78	328	76
	Overall confidence in Palm Springs government	Similar	68%	43	295	85
	Generally acting in the best interest of the community	Higher	78%	18	299	94
	Being honest	Similar	74%	53	290	82
	Being open and transparent to the public	Higher	74%	24	191	87
	Informing residents about issues facing the community	Similar	66%	50	196	75
	Treating all residents fairly	Higher	82%	9	296	97
	Treating residents with respect	Similar	77%	38	188	80
Overall, how would you rate the quality of the services provided by each of the following?	The Village of Palm Springs	Similar	79%	157	357	56
	The Federal Government	Higher	53%	5	279	98
Please rate how important, if at all, you think it is for the Palm Springs community to focus on each of the following in the coming two years.	Overall economic health of Palm Springs	Similar	92%	176	271	35
	Overall quality of the transportation system (auto, bicycle, foot, bus) in Palm Springs	Higher	88%	2	184	99
	Overall design or layout of Palm Springs' residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	Similar	79%	84	271	69
	Overall quality of the utility infrastructure in Palm Springs (water, sewer, storm water, electric/gas, broadband)	Similar	89%	47	183	74
	Overall feeling of safety in Palm Springs	Similar	93%	96	271	64
	Overall quality of natural environment in Palm Springs	Similar	86%	39	271	85

Please rate how important, if at all, you think it is for the Palm Springs community to focus on each of the following in the coming two years.	Overall quality of parks and recreation opportunities	Similar	91%	9	184	95
	Overall health and wellness opportunities in Palm Springs	Similar	87%	12	271	95
	Overall opportunities for education, culture, and the arts	Similar	84%	10	271	96
	Residents' connection and engagement with their community	Similar	82%	18	271	93
In general, how many times do you:	Access the internet from your home using a computer, laptop, or tablet computer	Similar	95%	92	184	50
	Access the internet from your cell phone	Similar	99%	4	184	98
	Visit social media sites such as Facebook, Twitter, Nextdoor, etc.	Similar	83%	32	183	83
	Use or check email	Similar	96%	114	184	38
	Share your opinions online	Higher	42%	9	184	95
	Shop online	Similar	56%	89	184	52
	Please rate your overall health.	Similar	53%	255	281	9
	What impact, if any, do you think the economy will have on your family income in the next 6 months?	Lower	13%	258	283	9

Complete set of frequencies

This dashboard contains a complete set of responses to each question on the survey. By default, "don't know" responses are excluded, but may be added to the table using the response filter to the right. In some tables, the percentages may not sum to 100%; this is either because the question permitted the respondent to "choose all that apply", or for a question that asked the respondent to select one answer, it is due to the customary practice of rounding values to the nearest whole number.

Please rate each of the following aspects of quality of life in Palm Springs.	Palm Springs as a place to live	Excellent		45% N=59
		Good		43% N=57
		Fair		10% N=14
		Poor		1% N=2
	Your neighborhood as a place to live	Excellent		40% N=54
		Good		41% N=56
		Fair		12% N=16
		Poor		7% N=9
	Palm Springs as a place to raise children	Excellent		45% N=58
		Good		36% N=46
		Fair		17% N=22
		Poor		1% N=1
	Palm Springs as a place to work	Excellent		34% N=36
		Good		34% N=37
		Fair		24% N=25
		Poor		8% N=9
	Palm Springs as a place to visit	Excellent		30% N=40
		Good		32% N=44
		Fair		17% N=23
		Poor		21% N=28
	Palm Springs as a place to retire	Excellent		31% N=38
		Good		44% N=54
		Fair		8% N=10
		Poor		18% N=22
	The overall quality of life in Palm Springs	Excellent		38% N=52
		Good		38% N=53
		Fair		23% N=31

Please rate each of the following aspects of quality of life in Palm Springs.	The overall quality of life in Palm Springs	Poor		1% N=2
	Sense of community	Excellent		34% N=47
		Good		34% N=47
		Fair		21% N=29
		Poor		11% N=15
Please rate each of the following characteristics as they relate to Palm Springs as a whole.	Overall economic health of Palm Springs	Excellent		21% N=27
		Good		39% N=49
		Fair		29% N=37
		Poor		11% N=14
	Overall quality of the transportation system (auto, bicycle, foot, bus) in Palm Springs	Excellent		24% N=31
		Good		41% N=53
		Fair		26% N=34
		Poor		9% N=12
	Overall design or layout of Palm Springs' residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	Excellent		34% N=46
		Good		40% N=55
		Fair		21% N=29
		Poor		5% N=7
	Overall quality of the utility infrastructure in Palm Springs (water, sewer, storm water, electric/gas, broadband)	Excellent		34% N=48
		Good		37% N=51
		Fair		18% N=26
		Poor		10% N=14
	Overall feeling of safety in Palm Springs	Excellent		29% N=40
		Good		46% N=64
		Fair		20% N=28
		Poor		4% N=6
	Overall quality of natural environment in Palm Springs	Excellent		25% N=34
		Good		37% N=51
		Fair		20% N=27
		Poor		18% N=24
	Overall quality of parks and recreation opportunities	Excellent		36% N=49
		Good		38% N=52

Please rate each of the following characteristics as they relate to Palm Springs as a whole.	Overall quality of parks and recreation opportunities	Fair		15% N=20
		Poor		11% N=15
	Overall health and wellness opportunities in Palm Springs	Excellent		28% N=35
		Good		41% N=51
		Fair		22% N=28
		Poor		9% N=11
	Overall opportunities for education, culture, and the arts	Excellent		22% N=28
		Good		38% N=48
		Fair		15% N=19
		Poor		25% N=32
	Residents' connection and engagement with their community	Excellent		16% N=21
		Good		34% N=43
		Fair		30% N=37
		Poor		21% N=26
Please indicate how likely or unlikely you are to do each of the following.	Recommend living in Palm Springs to someone who asks	Very likely		54% N=74
		Somewhat likely		30% N=42
		Somewhat unlikely		14% N=19
		Very unlikely		1% N=2
	Remain in Palm Springs for the next five years	Very likely		54% N=71
		Somewhat likely		28% N=37
		Somewhat unlikely		5% N=7
		Very unlikely		12% N=16
Please rate how safe or unsafe you feel:	In your neighborhood during the day	Very safe		57% N=79
		Somewhat safe		37% N=51
		Neither safe nor unsafe		4% N=5
		Somewhat unsafe		2% N=3
		Very unsafe		1% N=1
	In Palm Springs' commercial corridors during the day	Very safe		47% N=65
		Somewhat safe		38% N=52
		Neither safe nor unsafe		14% N=20
		Somewhat unsafe		0% N=

Please rate how safe or unsafe you feel:	In Palm Springs' commercial corridors during the day	Very unsafe		0% N=
	From property crime	Very safe		45% N=60
		Somewhat safe		31% N=42
		Neither safe nor unsafe		19% N=26
		Somewhat unsafe		3% N=4
		Very unsafe		1% N=2
	From violent crime	Very safe		51% N=68
		Somewhat safe		31% N=42
		Neither safe nor unsafe		6% N=9
		Somewhat unsafe		11% N=15
		Very unsafe		1% N=1
	From fire, flood, or other natural disaster	Very safe		56% N=73
		Somewhat safe		25% N=32
		Neither safe nor unsafe		13% N=17
		Somewhat unsafe		6% N=8
Please rate the job you feel the Palm Springs community does at each of the following.	Making all residents feel welcome	Excellent		37% N=49
		Good		38% N=50
		Fair		16% N=22
		Poor		8% N=11
	Attracting people from diverse backgrounds	Excellent		37% N=48
		Good		43% N=56
		Fair		4% N=6
		Poor		15% N=19
	Valuing/respecting residents from diverse backgrounds	Excellent		41% N=50
		Good		40% N=48
		Fair		13% N=15
		Poor		7% N=8
	Taking care of vulnerable residents (elderly, disabled, homeless, etc.)	Excellent		29% N=31
		Good		43% N=46
		Fair		19% N=21
		Poor		9% N=9

Please rate each of the following in the Palm Springs community.	Overall quality of business and service establishments in Palm Springs	Excellent		27% N=37
		Good		50% N=69
		Fair		17% N=24
		Poor		5% N=7
	Variety of business and service establishments in Palm Springs	Excellent		31% N=41
		Good		45% N=60
		Fair		20% N=27
		Poor		4% N=6
	Vibrancy of commercial corridors	Excellent		20% N=27
		Good		37% N=49
		Fair		34% N=45
		Poor		10% N=13
	Employment opportunities	Excellent		21% N=21
		Good		39% N=38
		Fair		25% N=24
		Poor		15% N=14
	Shopping opportunities	Excellent		30% N=41
		Good		39% N=53
		Fair		27% N=36
		Poor		4% N=6
	Cost of living in Palm Springs	Excellent		8% N=11
		Good		35% N=45
		Fair		38% N=50
		Poor		19% N=25
	Overall image or reputation of Palm Springs	Excellent		32% N=43
		Good		44% N=60
		Fair		15% N=20
		Poor		9% N=12
Please also rate each of the following in the Palm Springs community.	Traffic flow on major streets	Excellent		22% N=30
		Good		38% N=52
		Fair		21% N=28

Please also rate each of the following in the Palm Springs community.

Traffic flow on major streets	Poor		19% N=26
Ease of travel by car in Palm Springs	Excellent		28% N=38
	Good		47% N=64
	Fair		22% N=30
	Poor		4% N=5
Ease of travel by public transportation in Palm Springs	Excellent		14% N=11
	Good		41% N=34
	Fair		20% N=17
	Poor		26% N=21
Ease of travel by bicycle in Palm Springs	Excellent		18% N=20
	Good		40% N=44
	Fair		34% N=36
	Poor		7% N=8
Ease of walking in Palm Springs	Excellent		25% N=34
	Good		51% N=69
	Fair		21% N=28
	Poor		3% N=5
Well-planned residential growth	Excellent		26% N=27
	Good		43% N=44
	Fair		24% N=25
	Poor		8% N=8
Well-planned commercial growth	Excellent		22% N=21
	Good		48% N=46
	Fair		18% N=18
	Poor		13% N=12
Well-designed neighborhoods	Excellent		27% N=36
	Good		38% N=51
	Fair		31% N=42
	Poor		4% N=5
Preservation of the historical or cultural character of the community	Excellent		31% N=31
	Good		36% N=36

Please also rate each of the following in the Palm Springs community.	Preservation of the historical or cultural character of the community	Fair		26% N=26
		Poor		8% N=8
Public places where people want to spend time	Excellent			25% N=34
	Good			29% N=39
	Fair			27% N=36
	Poor			18% N=24
Variety of housing options	Excellent			14% N=18
	Good			35% N=45
	Fair			30% N=39
	Poor			21% N=28
Availability of affordable quality housing	Excellent			13% N=16
	Good			21% N=25
	Fair			41% N=49
	Poor			26% N=31
Overall quality of new development in Palm Springs	Excellent			23% N=24
	Good			35% N=36
	Fair			30% N=31
	Poor			12% N=13
Overall appearance of Palm Springs	Excellent			29% N=40
	Good			35% N=48
	Fair			28% N=38
	Poor			8% N=11
Cleanliness of Palm Springs	Excellent			33% N=46
	Good			35% N=48
	Fair			28% N=38
	Poor			4% N=6
Water resources (lakes, ponds, canals, etc.)	Excellent			27% N=36
	Good			42% N=56
	Fair			25% N=34
	Poor			5% N=7
Air quality	Excellent			34% N=41

Please also rate each of the following in the Palm Springs community.

Air quality	Good		48% N=58
	Fair		16% N=20
	Poor		2% N=2
Availability of paths and walking trails	Excellent		36% N=47
	Good		31% N=41
	Fair		24% N=31
	Poor		8% N=11
Fitness opportunities (including exercise classes and paths or trails, etc.)	Excellent		34% N=44
	Good		28% N=37
	Fair		23% N=29
	Poor		15% N=20
Recreational opportunities	Excellent		26% N=34
	Good		45% N=59
	Fair		11% N=15
	Poor		18% N=23
Availability of affordable quality food	Excellent		24% N=32
	Good		38% N=50
	Fair		28% N=37
	Poor		10% N=13
Availability of affordable quality health care	Excellent		23% N=25
	Good		45% N=50
	Fair		22% N=24
	Poor		10% N=11
Availability of preventive health services	Excellent		24% N=26
	Good		44% N=49
	Fair		19% N=22
	Poor		13% N=15
Availability of affordable quality mental health care	Excellent		25% N=24
	Good		33% N=32
	Fair		22% N=22
	Poor		20% N=19

**Please also rate each of the following
in the Palm Springs community.**

Opportunities to attend cultural/arts/music activities	Excellent		16% N=18
	Good		39% N=44
	Fair		14% N=16
	Poor		31% N=35
Community support for the arts	Excellent		19% N=20
	Good		38% N=40
	Fair		18% N=19
	Poor		24% N=25
Availability of affordable quality childcare/preschool	Excellent		17% N=16
	Good		45% N=43
	Fair		22% N=22
	Poor		17% N=16
K-12 education	Excellent		29% N=30
	Good		36% N=38
	Fair		19% N=20
	Poor		16% N=16
Adult educational opportunities	Excellent		22% N=21
	Good		43% N=42
	Fair		13% N=13
	Poor		22% N=21
Sense of civic/community pride	Excellent		24% N=28
	Good		45% N=52
	Fair		19% N=22
	Poor		13% N=15
Neighborliness of residents in Palm Springs	Excellent		22% N=28
	Good		49% N=63
	Fair		19% N=24
	Poor		10% N=13
Opportunities to participate in social events and activities	Excellent		20% N=23
	Good		47% N=54
	Fair		16% N=18

Please also rate each of the following in the Palm Springs community.	Opportunities to participate in social events and activities	Poor		17% N=20
	Opportunities to attend special events and festivals	Excellent		21% N=26
		Good		38% N=47
		Fair		20% N=24
		Poor		20% N=25
	Opportunities to volunteer	Excellent		23% N=19
		Good		52% N=44
		Fair		17% N=15
		Poor		7% N=6
	Opportunities to participate in community matters	Excellent		27% N=25
		Good		47% N=43
		Fair		14% N=13
		Poor		12% N=11
	Openness and acceptance of the community toward people of diverse backgrounds	Excellent		27% N=30
		Good		56% N=62
		Fair		13% N=14
		Poor		5% N=5
Please indicate whether or not you have done each of the following in the last 12 months.	Contacted the Village of Palm Springs (in-person, phone, email, or web) for help or information	No		41% N=57
		Yes		59% N=83
	Contacted Palm Springs elected officials (in-person, phone, email, or web) to express your opinion	No		87% N=122
		Yes		13% N=18
	Attended a local public meeting (of local elected officials like City Council or County Commissioners, advisory boards, town halls, HO..	No		88% N=120
		Yes		12% N=16
	Volunteered your time to some group/activity in Palm Springs	No		89% N=125
		Yes		11% N=15
	Campaigned or advocated for a local issue, cause, or candidate	No		94% N=132
		Yes		6% N=8
	Voted in your most recent local election	No		41% N=58
		Yes		59% N=82
	Used bus, rail, or other public transportation instead of driving	No		80% N=112
		Yes		20% N=27

Please indicate whether or not you have done each of the following in the last 12 months.	Carpooled with other adults or children instead of driving alone	No		73% N=102
		Yes		27% N=38
	Walked or biked instead of driving	No		45% N=63
		Yes		55% N=77
Please rate the quality of each of the following services in Palm Springs.	Public information services	Excellent		29% N=33
		Good		45% N=51
		Fair		17% N=19
		Poor		9% N=10
	Economic development	Excellent		28% N=27
		Good		37% N=36
		Fair		25% N=24
		Poor		11% N=10
	Traffic enforcement	Excellent		30% N=38
		Good		40% N=51
		Fair		11% N=14
		Poor		19% N=25
	Traffic signal timing	Excellent		29% N=39
		Good		35% N=46
		Fair		24% N=32
		Poor		12% N=15
	Street repair	Excellent		30% N=37
		Good		41% N=50
		Fair		19% N=23
		Poor		11% N=13
	Street cleaning	Excellent		27% N=34
		Good		40% N=50
		Fair		17% N=21
		Poor		16% N=20
	Street lighting	Excellent		24% N=32
		Good		35% N=46
		Fair		28% N=37

Please rate the quality of each of the following services in Palm Springs.	Street lighting	Poor		12% N=16
	Sidewalk maintenance	Excellent		22% N=27
		Good		36% N=45
		Fair		20% N=25
		Poor		23% N=28
	Bus or transit services	Excellent		20% N=18
		Good		50% N=46
		Fair		20% N=18
		Poor		9% N=8
	Land use, planning, and zoning	Excellent		23% N=20
		Good		43% N=37
		Fair		25% N=22
		Poor		8% N=7
	Code enforcement (weeds, abandoned buildings, etc.)	Excellent		30% N=35
		Good		34% N=39
		Fair		10% N=11
		Poor		26% N=31
	Affordable high-speed internet access	Excellent		23% N=27
		Good		42% N=49
		Fair		13% N=15
		Poor		22% N=26
	Garbage collection	Excellent		32% N=41
		Good		53% N=67
		Fair		8% N=10
		Poor		8% N=10
	Drinking water	Excellent		42% N=50
		Good		34% N=41
		Fair		18% N=22
		Poor		6% N=7
	Sewer services	Excellent		47% N=53
		Good		38% N=43

Please rate the quality of each of the following services in Palm Springs.

Sewer services	Fair		7% N=8
	Poor		7% N=8
Storm water management (storm drainage, dams, levees, etc.)	Excellent		35% N=36
	Good		45% N=45
	Fair		14% N=14
	Poor		6% N=6
Power (electric and/or gas) utility	Excellent		29% N=38
	Good		44% N=57
	Fair		18% N=23
	Poor		9% N=12
Utility billing	Excellent		29% N=38
	Good		37% N=48
	Fair		20% N=26
	Poor		15% N=19
Police services	Excellent		32% N=39
	Good		45% N=55
	Fair		15% N=18
	Poor		8% N=10
Crime prevention	Excellent		35% N=39
	Good		46% N=51
	Fair		14% N=15
	Poor		6% N=7
Animal control	Excellent		39% N=35
	Good		47% N=43
	Fair		6% N=6
	Poor		8% N=7
Ambulance or emergency medical services	Excellent		51% N=57
	Good		43% N=47
	Fair		6% N=7
Fire services	Excellent		48% N=52
	Good		46% N=49

Please rate the quality of each of the following services in Palm Springs.

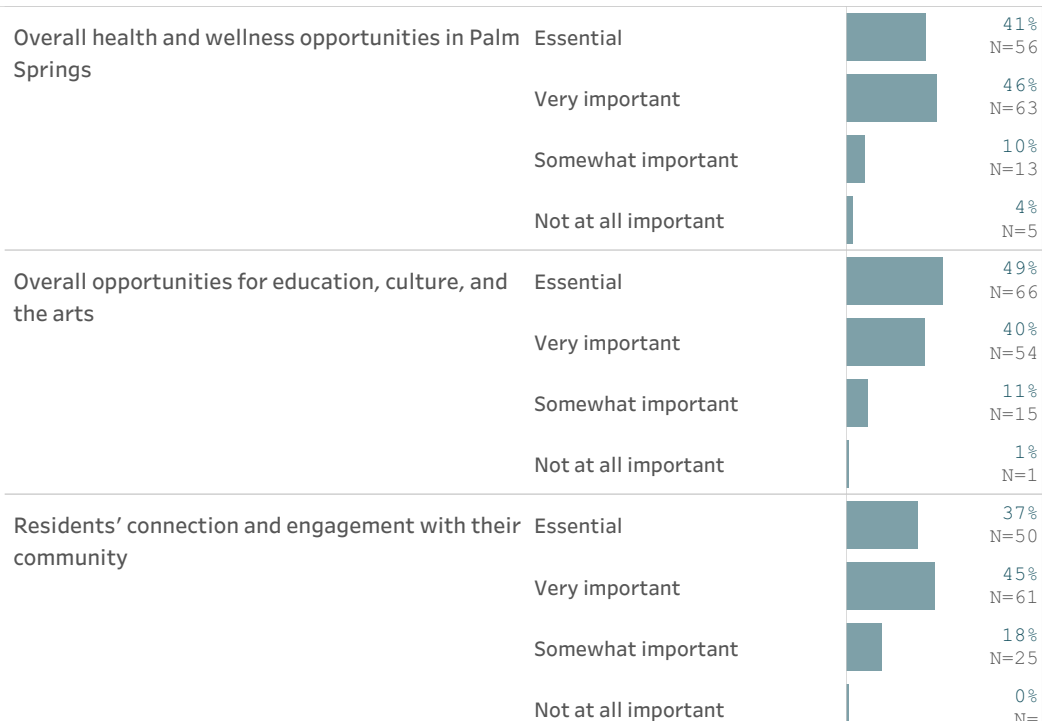
Fire services	Fair		6% N=7
Fire prevention and education	Excellent		32% N=30
	Good		40% N=37
	Fair		21% N=19
	Poor		7% N=7
Emergency preparedness (services that prepare the community for natural disasters or other emergency situations)	Excellent		40% N=42
	Good		39% N=40
	Fair		8% N=8
	Poor		13% N=13
Preservation of natural areas	Excellent		36% N=39
	Good		40% N=44
	Fair		12% N=13
	Poor		12% N=13
Palm Springs open space	Excellent		40% N=43
	Good		40% N=43
	Fair		10% N=10
	Poor		10% N=11
Recycling	Excellent		32% N=37
	Good		43% N=49
	Fair		7% N=8
	Poor		18% N=20
Yard waste pick-up	Excellent		33% N=34
	Good		46% N=48
	Fair		13% N=14
	Poor		7% N=7
Village parks	Excellent		41% N=50
	Good		39% N=48
	Fair		17% N=21
	Poor		4% N=5
Recreation programs or classes	Excellent		26% N=22
	Good		46% N=38

Please rate the quality of each of the following services in Palm Springs.	Recreation programs or classes	Fair		13% N=11
		Poor		15% N=13
	Recreation centers or facilities	Excellent		38% N=39
		Good		36% N=37
		Fair		15% N=15
		Poor		12% N=12
	Health services	Excellent		25% N=21
		Good		56% N=47
		Fair		8% N=7
		Poor		11% N=9
	Public library services	Excellent		55% N=56
		Good		31% N=31
		Fair		10% N=10
		Poor		4% N=4
Please rate the following categories of Palm Springs government performance.	Overall customer service by Palm Springs employees (police, receptionists, planners, etc.)	Excellent		34% N=40
		Good		46% N=53
		Fair		11% N=13
		Poor		9% N=11
	The value of services for the taxes paid to Palm Springs	Excellent		14% N=16
		Good		52% N=59
		Fair		20% N=23
		Poor		14% N=16
	The overall direction that Palm Springs is taking	Excellent		23% N=27
		Good		43% N=51
		Fair		23% N=27
		Poor		12% N=14
	The job Palm Springs government does at welcoming resident involvement	Excellent		17% N=17
		Good		44% N=44
		Fair		30% N=30
		Poor		9% N=9
	Overall confidence in Palm Springs government	Excellent		24% N=26

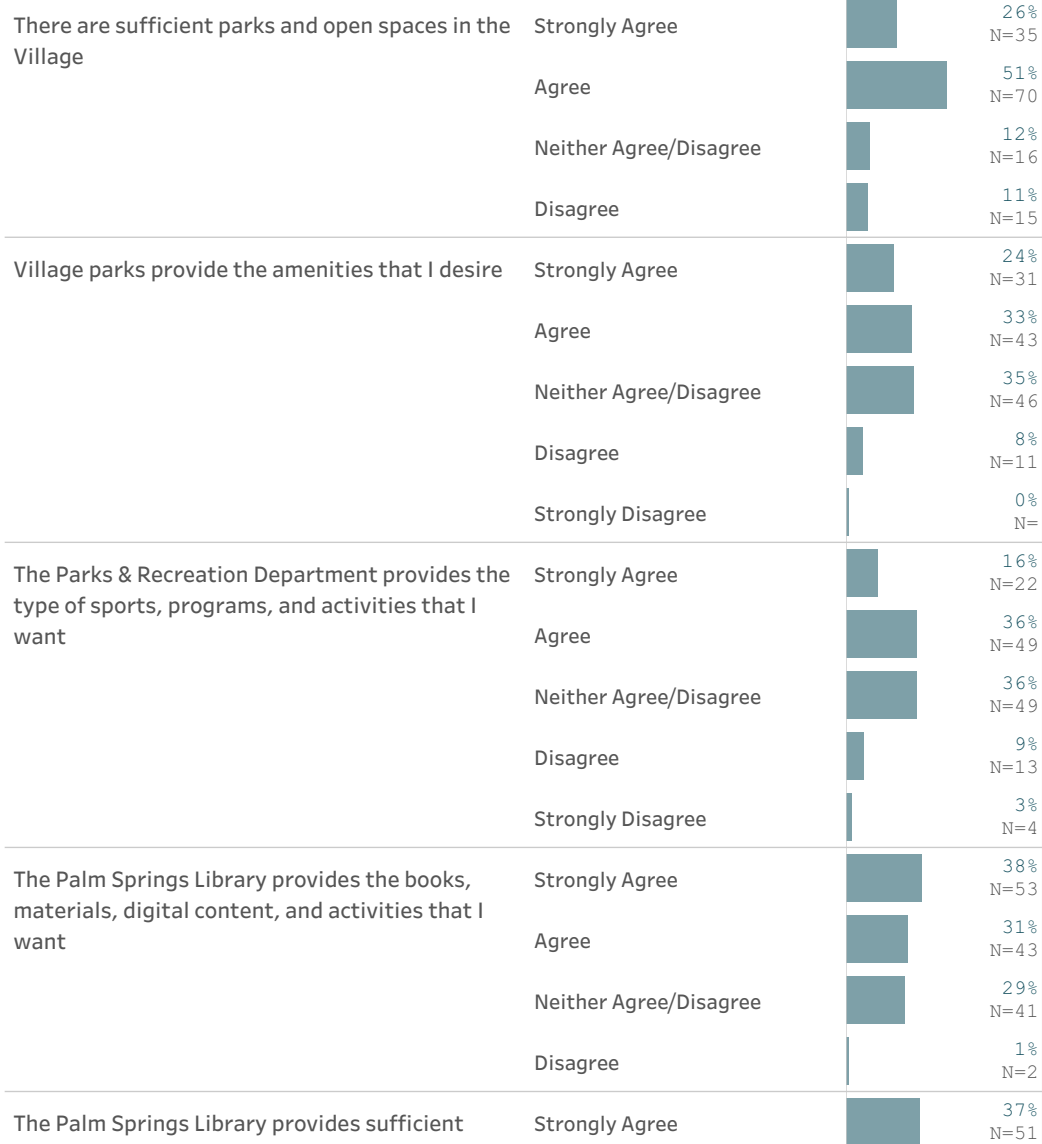
Please rate the following categories of Palm Springs government performance.	Overall confidence in Palm Springs government	Good		46% N=50
		Fair		15% N=17
		Poor		15% N=17
	Generally acting in the best interest of the community	Excellent		23% N=24
		Good		55% N=57
		Fair		14% N=15
		Poor		8% N=8
	Being honest	Excellent		19% N=17
		Good		53% N=49
		Fair		16% N=15
		Poor		12% N=11
	Being open and transparent to the public	Excellent		17% N=17
		Good		55% N=54
		Fair		17% N=16
		Poor		11% N=11
	Informing residents about issues facing the community	Excellent		22% N=23
		Good		48% N=49
		Fair		14% N=14
		Poor		16% N=17
	Treating all residents fairly	Excellent		25% N=26
		Good		57% N=61
		Fair		10% N=11
		Poor		8% N=9
	Treating residents with respect	Excellent		27% N=32
		Good		51% N=59
		Fair		15% N=18
		Poor		7% N=8
Overall, how would you rate the quality of the services provided by each of the following?	The Village of Palm Springs	Excellent		23% N=29
		Good		57% N=74
		Fair		12% N=16
		Poor		8% N=11

Overall, how would you rate the quality of the services provided by each of the following?	The Federal Government	Excellent		16% N=20
		Good		34% N=43
		Fair		37% N=47
		Poor		13% N=16
Please rate how important, if at all, you think it is for the Palm Springs community to focus on each of the following in the coming two years.	Overall economic health of Palm Springs	Essential		40% N=54
		Very important		54% N=73
		Somewhat important		2% N=3
		Not at all important		3% N=5
	Overall quality of the transportation system (auto, bicycle, foot, bus) in Palm Springs	Essential		51% N=67
		Very important		39% N=51
		Somewhat important		9% N=13
		Not at all important		2% N=2
	Overall design or layout of Palm Springs' residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	Essential		33% N=44
		Very important		48% N=64
		Somewhat important		16% N=22
		Not at all important		2% N=3
	Overall quality of the utility infrastructure in Palm Springs (water, sewer, storm water, electric/gas, broadband)	Essential		57% N=77
		Very important		36% N=48
		Somewhat important		7% N=9
		Not at all important		0% N=
	Overall feeling of safety in Palm Springs	Essential		59% N=79
		Very important		37% N=50
		Somewhat important		4% N=5
	Overall quality of natural environment in Palm Springs	Essential		46% N=64
		Very important		42% N=57
		Somewhat important		11% N=15
		Not at all important		1% N=1
	Overall quality of parks and recreation opportunities	Essential		40% N=54
		Very important		52% N=69
		Somewhat important		7% N=9
		Not at all important		1% N=1

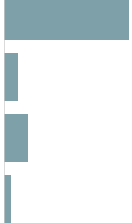
Please rate how important, if at all, you think it is for the Palm Springs community to focus on each of the following in the coming two years.



Please indicate whether you agree or disagree with the following statements.

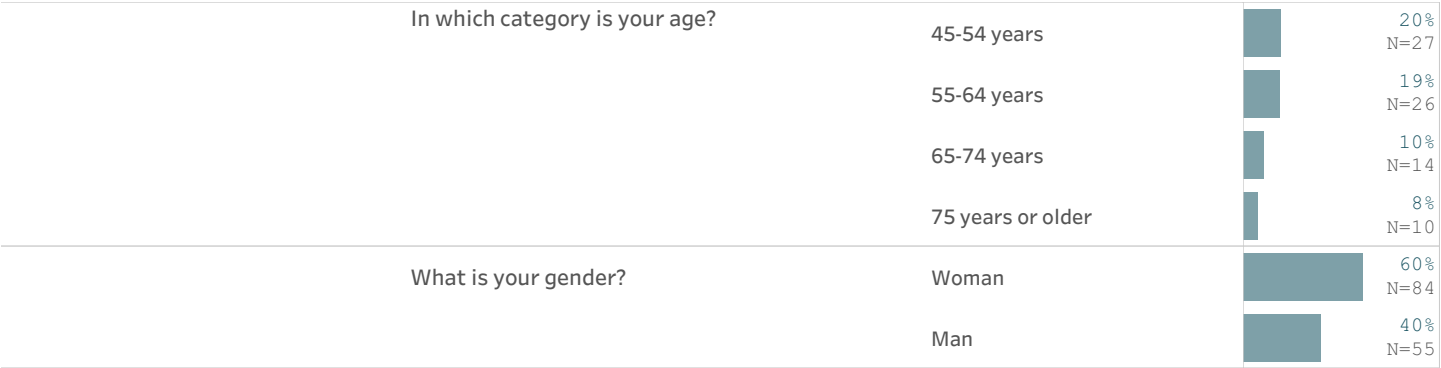


Please indicate whether you agree or disagree with the following statements.	The Palm Springs Library provides sufficient educational resources for children and parents	Agree		21% N=28
		Neither Agree/Disagree		39% N=53
		Disagree		3% N=4
	The Village quarterly (printed) newsletter and electronic news updates keep me informed of Village efforts and community events	Strongly Agree		39% N=52
		Agree		29% N=39
		Neither Agree/Disagree		26% N=36
		Disagree		4% N=5
		Strongly Disagree		2% N=3
	The overall appearance of village aesthetics (village streets, entranceways, intersections, and landscaping) is visually appealing	Strongly Agree		30% N=41
		Agree		43% N=59
		Neither Agree/Disagree		16% N=22
		Disagree		10% N=13
		Strongly Disagree		2% N=3
Please indicate whether you agree or disagree with the following statements about the Palm Springs Police Department.	The Village Police Department meets my expectations for a community police department	Strong Agree		30% N=41
		Agree		47% N=64
		Neither Agree/Disagree		18% N=25
		Disagree		3% N=5
		Strongly Disagree		1% N=1
	Palm Springs Police Officers are friendly and accessible	Strong Agree		33% N=45
		Agree		36% N=50
		Neither Agree/Disagree		24% N=33
		Disagree		7% N=9
		Strongly Disagree		0% N=
	The Palm Springs Police Department has a visible presence on a regular basis in my neighborhood	Strong Agree		28% N=39
		Agree		33% N=46
		Neither Agree/Disagree		19% N=27
		Disagree		18% N=25
		Strongly Disagree		0% N=1
	The Palm Springs Police Department is a good representation of community-based policing	Strong Agree		30% N=41
		Agree		29% N=39
		Neither Agree/Disagree		28% N=37

Please indicate whether you agree or disagree with the following statements about the Palm Springs Police Department.	The Palm Springs Police Department is a good representation of community-based policing	Disagree		12% N=16
		Strongly Disagree		1% N=1
	The Palm Springs Police Department is responsive to my requests/needs	Strong Agree		32% N=43
		Agree		40% N=53
		Neither Agree/Disagree		27% N=36
		Disagree		2% N=2
		Strongly Disagree		0% N=
	Palm Springs police officers care about me	Strong Agree		22% N=29
		Agree		32% N=43
		Neither Agree/Disagree		42% N=57
		Disagree		2% N=3
		Strongly Disagree		2% N=3
	I know/recognize our Village police officers	Strong Agree		18% N=25
		Agree		36% N=49
		Neither Agree/Disagree		26% N=35
		Disagree		7% N=9
		Strongly Disagree		14% N=18
In general, how many times do you:	Access the internet from your home using a computer, laptop, or tablet computer	Several times a day		76% N=104
		Once a day		5% N=6
		A few times a week		17% N=23
		Every few weeks		0% N=
		Less often or never		3% N=4
	Access the internet from your cell phone	Several times a day		84% N=114
		Once a day		5% N=7
		A few times a week		9% N=13
		Every few weeks		0% N=
		Less often or never		2% N=2
	Visit social media sites such as Facebook, Twitter, Nextdoor, etc.	Several times a day		63% N=85
		Once a day		7% N=10
		A few times a week		11% N=15
		Every few weeks		3% N=4

In general, how many times do you:	Visit social media sites such as Facebook, Twitter, Nextdoor, etc.	Less often or never		15% N=20
	Use or check email	Several times a day		84% N=111
		Once a day		7% N=9
		A few times a week		5% N=6
		Every few weeks		3% N=3
		Less often or never		2% N=3
Share your opinions online		Several times a day		28% N=38
		Once a day		2% N=3
		A few times a week		19% N=25
		Every few weeks		9% N=11
		Less often or never		42% N=56
Shop online		Several times a day		15% N=20
		Once a day		11% N=15
		A few times a week		31% N=42
		Every few weeks		28% N=38
		Less often or never		16% N=21
Please rate your overall health.		Excellent		13% N=18
		Very good		37% N=51
		Good		38% N=52
		Fair		13% N=18
What impact, if any, do you think the economy will have on your family income in the next 6 months?		Very positive		2% N=3
		Somewhat positive		9% N=13
		Neutral		38% N=52
		Somewhat negative		49% N=68
		Very negative		2% N=3
How many years have you lived in Palm Springs?		Less than 2 years		20% N=28
		2-5 years		22% N=30
		6-10 years		23% N=31
		11-20 years		16% N=23
		More than 20 years		19% N=27
Which best describes the building you live in?		One family house detached from any other houses		30% N=42

Which best describes the building you live in?	Building with two or more homes (duplex, townhome, apa..		69% N=96
	Other		1% N=1
Do you rent or own your home?	Rent		51% N=70
	Own		49% N=68
About how much is your monthly housing cost for the place you live (including rent, mortgage payment, property tax, property insurance, and homeowners' association (HOA) fees)?	Less than \$500		2% N=2
	\$500 to \$999		12% N=16
	\$1,000 to \$1,499		30% N=42
	\$1,500 to \$1,999		37% N=51
	\$2,000 to \$2,499		15% N=20
	\$2,500 to \$2,999		1% N=2
	\$3,000 to \$3,499		1% N=2
	\$3,500 or more		2% N=2
Do any children 17 or under live in your household?	No		44% N=62
	Yes		56% N=77
Are you or any other members of your household aged 65 or older?	No		71% N=98
	Yes		29% N=40
How much do you anticipate your household's total income before taxes will be for the current year? (Please include in your total income money from all sources for all persons living in your household.)	Less than \$25,000		24% N=33
	\$25,000 to \$49,999		23% N=32
	\$50,000 to \$74,999		29% N=39
	\$75,000 to \$99,999		12% N=17
	\$100,000 to \$149,999		9% N=12
	\$150,000 or more		2% N=3
Are you Spanish, Hispanic, or Latino?	No, not Spanish, Hispanic, or Latino		48% N=67
	Yes, I consider myself to be Spanish, Hispanic, or Latino		52% N=71
What is your race? (Mark one or more races to indicate what race you consider yourself to be.)	American Indian or Alaskan Native		1% N=1
	Asian, Asian Indian, or Pacific Islander		2% N=2
	Black or African American		21% N=29
	White		74% N=102
	Other		8% N=11
In which category is your age?	25-34 years		18% N=25
	35-44 years		26% N=36



Open participation survey results

This dashboard contains a complete set of responses to each question on the open participation survey. By default, "don't know" responses are excluded, but may be added to the table using the response filter to the right. In some tables, the percentages may not sum to 100%; this is either because the question permitted the respondent to "choose all that apply", or for a question that asked the respondent to select one answer, it is due to the customary practice of rounding values to the nearest whole number.

	In which area of Palm Springs do you live? (Refer to map above.)	Area 1 - Purple		91% N=172
		Area 2 - Orange		8% N=15
		None of these/I don't live in Palm Springs		0% N=1
Please rate each of the following aspects of quality of life in Palm Springs.	Palm Springs as a place to live	Excellent		30% N=57
		Good		45% N=86
		Fair		21% N=40
		Poor		5% N=9
	Your neighborhood as a place to live	Excellent		32% N=60
		Good		36% N=69
		Fair		20% N=39
		Poor		12% N=23
	Palm Springs as a place to raise children	Excellent		33% N=57
		Good		37% N=63
		Fair		18% N=31
		Poor		12% N=21
	Palm Springs as a place to work	Excellent		18% N=23
		Good		30% N=39
		Fair		30% N=40
		Poor		22% N=30
	Palm Springs as a place to visit	Excellent		23% N=42
		Good		31% N=58
		Fair		23% N=44
		Poor		23% N=43
	Palm Springs as a place to retire	Excellent		27% N=48
		Good		34% N=61
		Fair		18% N=31
		Poor		21% N=37
	The overall quality of life in Palm Springs	Excellent		22% N=42

Please rate each of the following aspects of quality of life in Palm Springs.	The overall quality of life in Palm Springs	Good		49% N=94
		Fair		17% N=33
		Poor		13% N=24
	Sense of community	Excellent		21% N=39
		Good		34% N=65
		Fair		23% N=44
		Poor		21% N=41
Please rate each of the following characteristics as they relate to Palm Springs as a whole.	Overall economic health of Palm Springs	Excellent		14% N=25
		Good		39% N=68
		Fair		27% N=48
		Poor		20% N=36
	Overall quality of the transportation system (auto, bicycle, foot, bus) in Palm Springs	Excellent		12% N=22
		Good		41% N=73
		Fair		31% N=54
		Poor		16% N=28
	Overall design or layout of Palm Springs' residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	Excellent		26% N=51
		Good		38% N=73
		Fair		22% N=42
		Poor		14% N=27
	Overall quality of the utility infrastructure in Palm Springs (water, sewer, storm water, electric/gas, broadband)	Excellent		24% N=44
		Good		45% N=82
		Fair		11% N=21
		Poor		20% N=36
	Overall feeling of safety in Palm Springs	Excellent		26% N=51
		Good		35% N=67
		Fair		17% N=33
		Poor		22% N=42
	Overall quality of natural environment in Palm Springs	Excellent		25% N=46
		Good		40% N=74
		Fair		21% N=40
		Poor		15% N=28
	Overall quality of parks and recreation opportunities	Excellent		41% N=76

Please rate each of the following characteristics as they relate to Palm Springs as a whole.	Overall quality of parks and recreation opportunities	Good		36% N=67
		Fair		22% N=42
		Poor		1% N=2
	Overall health and wellness opportunities in Palm Springs	Excellent		20% N=34
		Good		48% N=82
		Fair		22% N=37
		Poor		9% N=16
	Overall opportunities for education, culture, and the arts	Excellent		17% N=29
		Good		32% N=55
		Fair		28% N=49
		Poor		23% N=40
	Residents' connection and engagement with their community	Excellent		16% N=28
		Good		32% N=54
		Fair		29% N=50
		Poor		23% N=39
Please indicate how likely or unlikely you are to do each of the following.	Recommend living in Palm Springs to someone who asks	Very likely		44% N=86
		Somewhat likely		28% N=53
		Somewhat unlikely		13% N=26
		Very unlikely		15% N=28
	Remain in Palm Springs for the next five years	Very likely		43% N=79
		Somewhat likely		28% N=51
		Somewhat unlikely		8% N=14
		Very unlikely		22% N=41
Please rate how safe or unsafe you feel:	In your neighborhood during the day	Very safe		58% N=112
		Somewhat safe		22% N=43
		Neither safe nor unsafe		7% N=13
		Somewhat unsafe		7% N=14
		Very unsafe		6% N=11
	In Palm Springs' commercial corridors during the day	Very safe		40% N=72
		Somewhat safe		36% N=65
		Neither safe nor unsafe		12% N=22
		Somewhat unsafe		5% N=8

Please rate how safe or unsafe you feel:	In Palm Springs' commercial corridors during the day	Very unsafe		6% N=11
	From property crime	Very safe		29% N=53
		Somewhat safe		33% N=59
		Neither safe nor unsafe		12% N=23
		Somewhat unsafe		17% N=31
		Very unsafe		9% N=16
	From violent crime	Very safe		33% N=57
		Somewhat safe		41% N=71
		Neither safe nor unsafe		11% N=18
		Somewhat unsafe		4% N=7
		Very unsafe		12% N=21
	From fire, flood, or other natural disaster	Very safe		39% N=71
		Somewhat safe		40% N=72
		Neither safe nor unsafe		17% N=32
		Somewhat unsafe		1% N=1
		Very unsafe		3% N=5
Please rate the job you feel the Palm Springs community does at each of the following.	Making all residents feel welcome	Excellent		20% N=37
		Good		44% N=80
		Fair		22% N=40
		Poor		14% N=26
	Attracting people from diverse backgrounds	Excellent		27% N=45
		Good		42% N=72
		Fair		20% N=35
		Poor		11% N=18
	Valuing/respecting residents from diverse backgrounds	Excellent		22% N=38
		Good		54% N=93
		Fair		15% N=25
		Poor		9% N=15
	Taking care of vulnerable residents (elderly, disabled, homeless, etc.)	Excellent		22% N=32
		Good		41% N=60
		Fair		16% N=24
		Poor		21% N=31

Please rate each of the following in the Palm Springs community.	Overall quality of business and service establishments in Palm Springs	Excellent		22% N=42
		Good		45% N=85
		Fair		20% N=37
		Poor		13% N=24
	Variety of business and service establishments in Palm Springs	Excellent		16% N=30
		Good		45% N=81
		Fair		19% N=34
		Poor		20% N=37
	Vibrancy of commercial corridors	Excellent		16% N=27
		Good		35% N=58
		Fair		29% N=48
		Poor		19% N=32
	Employment opportunities	Excellent		9% N=12
		Good		38% N=49
		Fair		28% N=36
		Poor		24% N=31
	Shopping opportunities	Excellent		21% N=41
		Good		33% N=62
		Fair		24% N=46
		Poor		22% N=42
	Cost of living in Palm Springs	Excellent		8% N=15
		Good		29% N=56
		Fair		35% N=67
		Poor		28% N=53
	Overall image or reputation of Palm Springs	Excellent		17% N=33
		Good		45% N=86
		Fair		23% N=45
		Poor		15% N=28
Please also rate each of the following in the Palm Springs community.	Traffic flow on major streets	Excellent		15% N=29
		Good		33% N=64
		Fair		30% N=59
		Poor		21% N=41

Please also rate each of the following in the Palm Springs community.

Ease of travel by car in Palm Springs	Excellent		18% N=34
	Good		41% N=78
	Fair		26% N=49
	Poor		16% N=31
Ease of travel by public transportation in Palm Springs	Excellent		16% N=20
	Good		17% N=21
	Fair		41% N=51
	Poor		26% N=32
Ease of travel by bicycle in Palm Springs	Excellent		22% N=34
	Good		32% N=47
	Fair		22% N=33
	Poor		24% N=36
Ease of walking in Palm Springs	Excellent		23% N=37
	Good		37% N=61
	Fair		22% N=36
	Poor		18% N=30
Well-planned residential growth	Excellent		8% N=12
	Good		43% N=63
	Fair		24% N=34
	Poor		25% N=36
Well-planned commercial growth	Excellent		10% N=12
	Good		36% N=47
	Fair		21% N=27
	Poor		33% N=42
Well-designed neighborhoods	Excellent		11% N=20
	Good		41% N=77
	Fair		32% N=60
	Poor		16% N=31
Preservation of the historical or cultural character of the community	Excellent		9% N=10
	Good		39% N=46
	Fair		18% N=21
	Poor		34% N=40

Please also rate each of the following in the Palm Springs community.

Public places where people want to spend time	Excellent		12% N=21
	Good		37% N=67
	Fair		29% N=51
	Poor		22% N=39
Variety of housing options	Excellent		9% N=16
	Good		44% N=74
	Fair		16% N=27
	Poor		31% N=52
Availability of affordable quality housing	Excellent		6% N=10
	Good		22% N=39
	Fair		19% N=34
	Poor		53% N=93
Overall quality of new development in Palm Springs	Excellent		4% N=6
	Good		26% N=40
	Fair		37% N=58
	Poor		33% N=50
Overall appearance of Palm Springs	Excellent		19% N=37
	Good		41% N=77
	Fair		26% N=49
	Poor		14% N=26
Cleanliness of Palm Springs	Excellent		27% N=52
	Good		42% N=81
	Fair		16% N=31
	Poor		15% N=30
Water resources (lakes, ponds, canals, etc.)	Excellent		26% N=47
	Good		46% N=81
	Fair		19% N=34
	Poor		9% N=17
Air quality	Excellent		30% N=55
	Good		54% N=100
	Fair		10% N=18
	Poor		6% N=11

Please also rate each of the following in the Palm Springs community.

Availability of paths and walking trails	Excellent		21% N=40
	Good		39% N=74
	Fair		22% N=42
	Poor		17% N=32
Fitness opportunities (including exercise classes and paths or trails, etc.)	Excellent		18% N=30
	Good		50% N=85
	Fair		15% N=26
	Poor		17% N=28
Recreational opportunities	Excellent		26% N=45
	Good		36% N=62
	Fair		24% N=41
	Poor		13% N=23
Availability of affordable quality food	Excellent		15% N=28
	Good		45% N=82
	Fair		28% N=51
	Poor		12% N=23
Availability of affordable quality health care	Excellent		13% N=18
	Good		48% N=68
	Fair		30% N=42
	Poor		10% N=14
Availability of preventive health services	Excellent		7% N=10
	Good		51% N=75
	Fair		30% N=43
	Poor		12% N=17
Availability of affordable quality mental health care	Excellent		9% N=8
	Good		40% N=35
	Fair		20% N=17
	Poor		31% N=28
Opportunities to attend cultural/arts/music activities	Excellent		17% N=26
	Good		28% N=44
	Fair		30% N=47
	Poor		26% N=41

Please also rate each of the following in the Palm Springs community.

Community support for the arts	Excellent		12% N=16
	Good		42% N=54
	Fair		15% N=20
	Poor		31% N=40
Availability of affordable quality childcare/preschool	Excellent		16% N=20
	Good		34% N=42
	Fair		27% N=34
	Poor		22% N=28
K-12 education	Excellent		21% N=30
	Good		30% N=42
	Fair		27% N=38
	Poor		22% N=32
Adult educational opportunities	Excellent		21% N=25
	Good		40% N=47
	Fair		21% N=24
	Poor		18% N=21
Sense of civic/community pride	Excellent		17% N=28
	Good		33% N=55
	Fair		28% N=47
	Poor		22% N=37
Neighborliness of residents in Palm Springs	Excellent		18% N=32
	Good		40% N=71
	Fair		21% N=37
	Poor		20% N=36
Opportunities to participate in social events and activities	Excellent		16% N=28
	Good		34% N=62
	Fair		29% N=51
	Poor		21% N=38
Opportunities to attend special events and festivals	Excellent		19% N=35
	Good		29% N=52
	Fair		34% N=63
	Poor		18% N=33

Please also rate each of the following in the Palm Springs community.	Opportunities to volunteer	Excellent		21% N=27
		Good		34% N=44
		Fair		31% N=40
		Poor		14% N=18
	Opportunities to participate in community matters	Excellent		21% N=28
		Good		30% N=40
		Fair		34% N=45
		Poor		14% N=19
	Openness and acceptance of the community toward people of diverse backgrounds	Excellent		25% N=42
		Good		46% N=77
		Fair		20% N=33
		Poor		8% N=14
Please indicate whether or not you have done each of the following in the last 12 months.	Contacted the Village of Palm Springs (in-person, phone, email, or web) for help or information	No		44% N=86
		Yes		56% N=108
	Contacted Palm Springs elected officials (in-person, phone, email, or web) to express your opinion	No		92% N=177
		Yes		8% N=16
	Attended a local public meeting (of local elected officials like City Council or County Commissioners, advisory boards, town halls, HOA, neighborhood w..	No		88% N=170
		Yes		12% N=23
	Volunteered your time to some group/activity in Palm Springs	No		81% N=156
		Yes		19% N=37
	Campaigned or advocated for a local issue, cause, or candidate	No		88% N=167
		Yes		12% N=22
	Voted in your most recent local election	No		40% N=77
		Yes		60% N=115
	Used bus, rail, or other public transportation instead of driving	No		83% N=158
		Yes		17% N=33
Please rate the quality of each of the following services in Palm Springs.	Carpooled with other adults or children instead of driving alone	No		69% N=133
		Yes		31% N=61
	Walked or biked instead of driving	No		45% N=87
		Yes		55% N=107
	Public information services	Excellent		22% N=37
		Good		40% N=67

Please rate the quality of each of the following services in Palm Springs.	Public information services	Fair		19% N=32
		Poor		20% N=34
Economic development	Excellent			11% N=15
	Good			34% N=49
	Fair			25% N=37
	Poor			30% N=43
Traffic enforcement	Excellent			18% N=34
	Good			30% N=56
	Fair			22% N=41
	Poor			30% N=55
Traffic signal timing	Excellent			11% N=20
	Good			45% N=82
	Fair			27% N=49
	Poor			17% N=30
Street repair	Excellent			16% N=29
	Good			39% N=70
	Fair			31% N=55
	Poor			13% N=23
Street cleaning	Excellent			19% N=36
	Good			36% N=66
	Fair			28% N=51
	Poor			17% N=31
Street lighting	Excellent			14% N=26
	Good			43% N=80
	Fair			27% N=50
	Poor			17% N=32
Sidewalk maintenance	Excellent			14% N=26
	Good			48% N=89
	Fair			22% N=41
	Poor			16% N=30
Bus or transit services	Excellent			16% N=18
	Good			36% N=39

Please rate the quality of each of the following services in Palm Springs.	Bus or transit services	Fair		32% N=34
		Poor		16% N=17
Land use, planning, and zoning		Excellent		9% N=12
		Good		41% N=50
		Fair		26% N=32
		Poor		25% N=30
Code enforcement (weeds, abandoned buildings, etc.)		Excellent		5% N=8
		Good		43% N=62
		Fair		23% N=33
		Poor		29% N=41
Affordable high-speed internet access		Excellent		18% N=30
		Good		36% N=62
		Fair		24% N=40
		Poor		22% N=38
Garbage collection		Excellent		25% N=46
		Good		40% N=76
		Fair		22% N=41
		Poor		13% N=24
Drinking water		Excellent		27% N=50
		Good		44% N=84
		Fair		15% N=28
		Poor		14% N=27
Sewer services		Excellent		24% N=44
		Good		54% N=101
		Fair		16% N=30
		Poor		6% N=11
Storm water management (storm drainage, dams, levees, etc.)		Excellent		27% N=47
		Good		50% N=88
		Fair		14% N=24
		Poor		9% N=17
Power (electric and/or gas) utility		Excellent		22% N=42
		Good		42% N=80

Please rate the quality of each of the following services in Palm Springs.	Power (electric and/or gas) utility	Fair		22% N=42
		Poor		14% N=28
Utility billing		Excellent		19% N=33
		Good		34% N=60
		Fair		24% N=42
		Poor		24% N=41
Police services		Excellent		16% N=30
		Good		50% N=95
		Fair		18% N=34
		Poor		17% N=32
Crime prevention		Excellent		18% N=31
		Good		45% N=77
		Fair		18% N=31
		Poor		19% N=32
Animal control		Excellent		18% N=29
		Good		52% N=82
		Fair		15% N=23
		Poor		15% N=24
Ambulance or emergency medical services		Excellent		32% N=45
		Good		56% N=79
		Fair		11% N=15
		Poor		2% N=2
Fire services		Excellent		36% N=57
		Good		58% N=92
		Fair		6% N=9
		Poor		0% N=
Fire prevention and education		Excellent		26% N=30
		Good		42% N=48
		Fair		19% N=22
		Poor		12% N=14
Emergency preparedness (services that prepare the community for natural disasters or other emergency situations)		Excellent		30% N=37
		Good		41% N=50

Please rate the quality of each of the following services in Palm Springs.	Emergency preparedness (services that prepare the community for natural disasters or other emergency situations)	Fair		22% N=27
		Poor		8% N=10
Preservation of natural areas		Excellent		15% N=21
		Good		40% N=57
		Fair		32% N=46
		Poor		13% N=19
Palm Springs open space		Excellent		18% N=27
		Good		43% N=63
		Fair		21% N=31
		Poor		17% N=25
Recycling		Excellent		20% N=35
		Good		39% N=68
		Fair		18% N=31
		Poor		23% N=39
Yard waste pick-up		Excellent		22% N=36
		Good		40% N=66
		Fair		23% N=38
		Poor		15% N=25
Village parks		Excellent		31% N=56
		Good		45% N=80
		Fair		21% N=38
		Poor		2% N=4
Recreation programs or classes		Excellent		29% N=34
		Good		30% N=35
		Fair		22% N=25
		Poor		19% N=22
Recreation centers or facilities		Excellent		25% N=34
		Good		34% N=46
		Fair		22% N=30
		Poor		18% N=24
Health services		Excellent		17% N=18
		Good		45% N=49

Please rate the quality of each of the following services in Palm Springs.	Health services	Fair		22% N=24
		Poor		16% N=18
	Public library services	Excellent		42% N=71
		Good		46% N=77
		Fair		8% N=14
		Poor		3% N=5
	Overall customer service by Palm Springs employees (police, receptionists, planners, etc.)	Excellent		23% N=40
		Good		47% N=80
		Fair		20% N=35
		Poor		10% N=17
Please rate the following categories of Palm Springs government performance.	The value of services for the taxes paid to Palm Springs	Excellent		10% N=17
		Good		39% N=64
		Fair		34% N=55
		Poor		17% N=28
	The overall direction that Palm Springs is taking	Excellent		8% N=14
		Good		45% N=77
		Fair		26% N=44
		Poor		20% N=34
	The job Palm Springs government does at welcoming resident involvement	Excellent		13% N=16
		Good		36% N=46
		Fair		27% N=35
		Poor		25% N=32
	Overall confidence in Palm Springs government	Excellent		9% N=13
		Good		38% N=58
		Fair		31% N=48
		Poor		22% N=34
	Generally acting in the best interest of the community	Excellent		12% N=19
		Good		46% N=71
		Fair		27% N=41
		Poor		15% N=22
	Being honest	Excellent		20% N=27
		Good		37% N=51

Please rate the following categories of Palm Springs government performance.	Being honest	Fair		27% N=37
		Poor		16% N=22
	Being open and transparent to the public	Excellent		19% N=27
		Good		34% N=47
		Fair		28% N=38
		Poor		19% N=26
	Informing residents about issues facing the community	Excellent		13% N=19
		Good		37% N=54
		Fair		21% N=31
		Poor		30% N=44
	Treating all residents fairly	Excellent		16% N=23
		Good		40% N=58
		Fair		29% N=42
		Poor		15% N=21
	Treating residents with respect	Excellent		19% N=30
		Good		38% N=58
		Fair		33% N=51
		Poor		10% N=15
Overall, how would you rate the quality of the services provided by each of the following?	The Village of Palm Springs	Excellent		21% N=39
		Good		39% N=71
		Fair		27% N=50
		Poor		12% N=23
	The Federal Government	Excellent		16% N=27
		Good		23% N=38
		Fair		31% N=53
		Poor		30% N=50
Please rate how important, if at all, you think it is for the Palm Springs community to focus on each of the following in the coming two years.	Overall economic health of Palm Springs	Essential		50% N=92
		Very important		41% N=75
		Somewhat important		8% N=15
		Not at all important		2% N=3
	Overall quality of the transportation system (auto, bicycle, foot, bus) in Palm Springs	Essential		36% N=68
		Very important		36% N=68

Please rate how important, if at all, you think it is for the Palm Springs community to focus on each of the following in the coming two years.

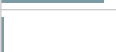
Overall quality of the transportation system (auto, bicycle, foot, bus) in Palm Springs	Somewhat important		28% N=53
	Not at all important		1% N=1
Overall design or layout of Palm Springs' residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	Essential		37% N=70
	Very important		48% N=92
	Somewhat important		15% N=28
	Not at all important		0% N=
Overall quality of the utility infrastructure in Palm Springs (water, sewer, storm water, electric/gas, broadband)	Essential		60% N=113
	Very important		35% N=66
	Somewhat important		5% N=10
	Not at all important		0% N=
Overall feeling of safety in Palm Springs	Essential		63% N=118
	Very important		33% N=63
	Somewhat important		3% N=6
	Not at all important		0% N=
Overall quality of natural environment in Palm Springs	Essential		40% N=76
	Very important		44% N=83
	Somewhat important		15% N=29
	Not at all important		1% N=2
Overall quality of parks and recreation opportunities	Essential		38% N=71
	Very important		47% N=89
	Somewhat important		15% N=29
	Not at all important		0% N=
Overall health and wellness opportunities in Palm Springs	Essential		33% N=61
	Very important		39% N=73
	Somewhat important		23% N=42
	Not at all important		5% N=9
Overall opportunities for education, culture, and the arts	Essential		38% N=73
	Very important		39% N=75
	Somewhat important		19% N=37
	Not at all important		4% N=8
Residents' connection and engagement with their community	Essential		36% N=67
	Very important		34% N=63

Please rate how important, if at all, you think it is for the Palm Springs community to focus on each of the following in the coming two years.	Residents' connection and engagement with their community	Somewhat important		28% N=53
		Not at all important		2% N=4
Please indicate whether you agree or disagree with the following statements.	There are sufficient parks and open spaces in the Village	Strongly Agree		19% N=36
		Agree		35% N=68
		Neither Agree/Disagree		31% N=59
		Disagree		14% N=27
		Strongly Disagree		2% N=3
	Village parks provide the amenities that I desire	Strongly Agree		12% N=24
		Agree		47% N=90
		Neither Agree/Disagree		27% N=52
		Disagree		10% N=18
		Strongly Disagree		5% N=9
	The Parks & Recreation Department provides the type of sports, programs, and activities that I want	Strongly Agree		12% N=23
		Agree		27% N=52
		Neither Agree/Disagree		44% N=85
		Disagree		12% N=23
		Strongly Disagree		4% N=8
	The Palm Springs Library provides the books, materials, digital content, and activities that I want	Strongly Agree		17% N=33
		Agree		44% N=85
		Neither Agree/Disagree		35% N=68
		Disagree		3% N=5
		Strongly Disagree		1% N=1
	The Palm Springs Library provides sufficient educational resources for children and parents	Strongly Agree		17% N=32
		Agree		40% N=74
		Neither Agree/Disagree		39% N=73
		Disagree		2% N=4
		Strongly Disagree		2% N=3
	The Village quarterly (printed) newsletter and electronic news updates keep me informed of Village efforts and community events	Strongly Agree		23% N=44
		Agree		39% N=76
		Neither Agree/Disagree		26% N=50
		Disagree		12% N=22
		Strongly Disagree		1% N=1

Please indicate whether you agree or disagree with the following statements.	The overall appearance of village aesthetics (village streets, entranceways, intersections, and landscaping) is visually appealing	Strongly Agree		18% N=35
		Agree		49% N=94
		Neither Agree/Disagree		14% N=27
		Disagree		12% N=23
		Strongly Disagree		7% N=14
Please indicate whether you agree or disagree with the following statements about the Palm Springs Police Department.	The Village Police Department meets my expectations for a community police department	Strong Agree		27% N=51
		Agree		41% N=78
		Neither Agree/Disagree		16% N=29
		Disagree		10% N=19
		Strongly Disagree		6% N=11
	Palm Springs Police Officers are friendly and accessible	Strong Agree		15% N=28
		Agree		45% N=84
		Neither Agree/Disagree		20% N=38
		Disagree		17% N=31
		Strongly Disagree		4% N=7
	The Palm Springs Police Department has a visible presence on a regular basis in my neighborhood	Strong Agree		19% N=37
		Agree		40% N=77
		Neither Agree/Disagree		17% N=32
		Disagree		16% N=31
		Strongly Disagree		8% N=15
	The Palm Springs Police Department is a good representation of community-based policing	Strong Agree		22% N=43
		Agree		38% N=73
		Neither Agree/Disagree		26% N=51
		Disagree		7% N=13
		Strongly Disagree		6% N=12
	The Palm Springs Police Department is responsive to my requests/needs	Strong Agree		20% N=39
		Agree		35% N=68
		Neither Agree/Disagree		35% N=68
		Disagree		5% N=10
		Strongly Disagree		4% N=8
	Palm Springs police officers care about me	Strong Agree		20% N=38
		Agree		22% N=42

Please indicate whether you agree or disagree with the following statements about the Palm Springs Police Department.	Palm Springs police officers care about me	Neither Agree/Disagree		43% N=84
		Disagree		10% N=18
		Strongly Disagree		6% N=11
	I know/recognize our Village police officers	Strong Agree		20% N=39
		Agree		25% N=49
		Neither Agree/Disagree		21% N=41
		Disagree		23% N=45
		Strongly Disagree		10% N=19
In general, how many times do you:	Access the internet from your home using a computer, laptop, or tablet computer	Several times a day		88% N=170
		Once a day		5% N=9
		A few times a week		4% N=8
		Every few weeks		3% N=5
		Less often or never		0% N=1
	Access the internet from your cell phone	Several times a day		92% N=178
		Once a day		3% N=6
		A few times a week		4% N=8
		Every few weeks		0% N=
		Less often or never		0% N=1
	Visit social media sites such as Facebook, Twitter, Nextdoor, etc.	Several times a day		70% N=132
		Once a day		12% N=24
		A few times a week		2% N=4
		Every few weeks		4% N=7
		Less often or never		12% N=23
	Use or check email	Several times a day		78% N=148
		Once a day		19% N=37
		A few times a week		2% N=3
		Every few weeks		1% N=2
		Less often or never		0% N=
	Share your opinions online	Several times a day		20% N=37
		Once a day		5% N=10
		A few times a week		22% N=41
		Every few weeks		12% N=22

In general, how many times do you:	Share your opinions online	Less often or never		41% N=77
	Shop online	Several times a day		21% N=40
		Once a day		9% N=17
		A few times a week		37% N=69
		Every few weeks		28% N=53
		Less often or never		5% N=10
Please rate your overall health.	Excellent			38% N=74
	Very good			29% N=56
	Good			26% N=50
	Fair			6% N=11
	Poor			1% N=3
What impact, if any, do you think the economy will have on your family income in the next 6 months?	Very positive			18% N=35
	Somewhat positive			15% N=29
	Neutral			24% N=47
	Somewhat negative			27% N=52
	Very negative			16% N=31
How many years have you lived in Palm Springs?	Less than 2 years			15% N=29
	2-5 years			25% N=48
	6-10 years			23% N=43
	11-20 years			12% N=23
	More than 20 years			25% N=48
Which best describes the building you live in?	One family house detached from any other houses			29% N=55
	Building with two or more homes (duplex, townhome, apa..			69% N=133
	Other			2% N=4
Do you rent or own your home?	Rent			52% N=99
	Own			48% N=93
About how much is your monthly housing cost for the place you live (including rent, mortgage payment, property tax, property insurance, and homeowners' association (HOA) fees)?	Less than \$500			5% N=9
	\$500 to \$999			19% N=36
	\$1,000 to \$1,499			23% N=44
	\$1,500 to \$1,999			30% N=56
	\$2,000 to \$2,499			15% N=27
	\$2,500 to \$2,999			2% N=4

About how much is your monthly housing cost for the place you live (including rent, mortgage payment, property tax, property insurance, and homeowners' association (HOA) fees)?	\$3,000 to \$3,499		4% N=8
	\$3,500 or more		1% N=3
Do any children 17 or under live in your household?	No		68% N=131
	Yes		32% N=62
Are you or any other members of your household aged 65 or older?	No		64% N=125
	Yes		36% N=69
How much do you anticipate your household's total income before taxes will be for the current year? (Please include in your total income money from all sources for all persons living in your household.)	Less than \$25,000		15% N=27
	\$25,000 to \$49,999		25% N=46
	\$50,000 to \$74,999		27% N=50
	\$75,000 to \$99,999		13% N=23
	\$100,000 to \$149,999		10% N=18
	\$150,000 or more		10% N=19
Are you Spanish, Hispanic, or Latino?	No, not Spanish, Hispanic, or Latino		50% N=97
	Yes, I consider myself to be Spanish, Hispanic, or Latino		50% N=96
What is your race? (Mark one or more races to indicate what race you consider yourself to be.)	American Indian or Alaskan Native		0% N=1
	Asian, Asian Indian, or Pacific Islander		3% N=6
	Black or African American		10% N=19
	White		73% N=137
	Other		20% N=37
In which category is your age?	18-24 years		10% N=20
	25-34 years		31% N=59
	35-44 years		24% N=46
	45-54 years		5% N=10
	55-64 years		10% N=20
	65-74 years		15% N=30
	75 years or older		5% N=9
What is your gender?	Woman		49% N=95
	Man		50% N=97
	Identify in another way		1% N=1
How did you hear about this survey? (Select all that apply.)	The Village's website		16% N=31
	The Village's social media (Facebook, Twitter, Instagram,...		6% N=12
	Received an email from the Village		70% N=132

How did you hear about this survey? (Select all that apply.)	In a Village newsletter or utility bill	10% N=18
	Received a postcard or letter from the Village	2% N=4
	Nextdoor	3% N=5
	In my Facebook feed	4% N=7
	Saw it in a newspaper article or ad (hard copy or online)	0% N=1
	Saw a flyer or poster about it	16% N=30
	Heard about it from a family member, friend or neighbor	7% N=14
	Heard about it from a business or social organization in my co..	8% N=15
	Other	1% N=3

The Village of Palm Springs 2022 Community Survey

Please complete this survey if you are the adult (age 18 or older) in the household who most recently had a birthday (the year of birth does not matter). Your responses are confidential and no identifying information will be shared.

1. Please rate each of the following aspects of quality of life in Palm Springs.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Palm Springs as a place to live	1	2	3	4	5
Your neighborhood as a place to live	1	2	3	4	5
Palm Springs as a place to raise children	1	2	3	4	5
Palm Springs as a place to work.....	1	2	3	4	5
Palm Springs as a place to visit	1	2	3	4	5
Palm Springs as a place to retire	1	2	3	4	5
The overall quality of life in Palm Springs	1	2	3	4	5
Sense of community.....	1	2	3	4	5

2. Please rate each of the following characteristics as they relate to Palm Springs as a whole.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Overall economic health of Palm Springs.....	1	2	3	4	5
Overall quality of the transportation system (auto, bicycle, foot, bus) in Palm Springs.....	1	2	3	4	5
Overall design or layout of Palm Springs's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	1	2	3	4	5
Overall quality of the utility infrastructure in Palm Springs (water, sewer, storm water, electric/gas, broadband).....	1	2	3	4	5
Overall feeling of safety in Palm Springs	1	2	3	4	5
Overall quality of natural environment in Palm Springs	1	2	3	4	5
Overall quality of parks and recreation opportunities.....	1	2	3	4	5
Overall health and wellness opportunities in Palm Springs	1	2	3	4	5
Overall opportunities for education, culture, and the arts.....	1	2	3	4	5
Residents' connection and engagement with their community	1	2	3	4	5

3. Please indicate how likely or unlikely you are to do each of the following.

	<u>Very likely</u>	<u>Somewhat likely</u>	<u>Somewhat unlikely</u>	<u>Very unlikely</u>	<u>Don't know</u>
Recommend living in Palm Springs to someone who asks	1	2	3	4	5
Remain in Palm Springs for the next five years	1	2	3	4	5

4. Please rate how safe or unsafe you feel:

	<u>Very safe</u>	<u>Somewhat safe</u>	<u>Neither safe nor unsafe</u>	<u>Somewhat unsafe</u>	<u>Very unsafe</u>	<u>Don't know</u>
In your neighborhood during the day.....	1	2	3	4	5	6
In Palm Springs' commercial corridors during the day	1	2	3	4	5	6
From property crime.....	1	2	3	4	5	6
From violent crime.....	1	2	3	4	5	6
From fire, flood, or other natural disaster	1	2	3	4	5	6

5. Please rate the job you feel the Palm Springs community does at each of the following.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Making all residents feel welcome	1	2	3	4	5
Attracting people from diverse backgrounds.....	1	2	3	4	5
Valuing/respecting residents from diverse backgrounds.....	1	2	3	4	5
Taking care of vulnerable residents (elderly, disabled, homeless, etc.).....	1	2	3	4	5

6. Please rate each of the following in the Palm Springs community.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Overall quality of business and service establishments in Palm Springs	1	2	3	4	5
Variety of business and service establishments in Palm Springs	1	2	3	4	5
Vibrancy of Palm Springs' commercial corridors	1	2	3	4	5
Employment opportunities	1	2	3	4	5
Shopping opportunities	1	2	3	4	5
Cost of living in Palm Springs	1	2	3	4	5
Overall image or reputation of Palm Springs.....	1	2	3	4	5

7. Please also rate each of the following in the Palm Springs community.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Traffic flow on major streets.....	1	2	3	4	5
Ease of travel by car in Palm Springs	1	2	3	4	5
Ease of travel by public transportation in Palm Springs	1	2	3	4	5
Ease of travel by bicycle in Palm Springs	1	2	3	4	5
Ease of walking in Palm Springs.....	1	2	3	4	5
Well-planned residential growth	1	2	3	4	5
Well-planned commercial growth	1	2	3	4	5
Well-designed neighborhoods	1	2	3	4	5
Preservation of the historical or cultural character of the community	1	2	3	4	5
Public places where people want to spend time	1	2	3	4	5
Variety of housing options.....	1	2	3	4	5
Availability of affordable quality housing	1	2	3	4	5
Overall quality of new development in Palm Springs	1	2	3	4	5
Overall appearance of Palm Springs.....	1	2	3	4	5
Cleanliness of Palm Springs.....	1	2	3	4	5
Water resources (lakes, ponds, canals, etc.)	1	2	3	4	5
Air quality.....	1	2	3	4	5
Availability of paths and walking trails.....	1	2	3	4	5
Fitness opportunities (including exercise classes and paths or trails, etc.) ...	1	2	3	4	5
Recreational opportunities.....	1	2	3	4	5
Availability of affordable quality food	1	2	3	4	5
Availability of affordable quality health care.....	1	2	3	4	5
Availability of preventive health services	1	2	3	4	5
Availability of affordable quality mental health care	1	2	3	4	5
Opportunities to attend cultural/arts/music activities	1	2	3	4	5
Community support for the arts.....	1	2	3	4	5
Availability of affordable quality childcare/preschool.....	1	2	3	4	5
K-12 education.....	1	2	3	4	5
Adult educational opportunities	1	2	3	4	5
Sense of civic/community pride.....	1	2	3	4	5
Neighborliness of residents in Palm Springs	1	2	3	4	5
Opportunities to participate in social events and activities	1	2	3	4	5
Opportunities to attend special events and festivals	1	2	3	4	5
Opportunities to volunteer	1	2	3	4	5
Opportunities to participate in community matters	1	2	3	4	5
Openness and acceptance of the community toward people of diverse backgrounds.....	1	2	3	4	5

8. Please indicate whether or not you have done each of the following in the last 12 months.

	<u>No</u>	<u>Yes</u>
Contacted the Village of Palm Springs (in-person, phone, email, or web) for help or information	1	2
Contacted Palm Springs elected officials (in-person, phone, email, or web) to express your opinion.....	1	2
Attended a local public meeting (of local elected officials like Village Council or County Commissioners, advisory boards, town halls, neighborhood watch, etc.)	1	2
Volunteered your time to some group/activity in Palm Springs	1	2
Campaigned or advocated for a local issue, cause, or candidate	1	2
Voted in your most recent local election	1	2
Used bus, rail, or other public transportation instead of driving.....	1	2
Carpooled with other adults or children instead of driving alone	1	2
Walked or biked instead of driving.....	1	2

The Village of Palm Springs 2022 Community Survey

9. Please rate the quality of each of the following services in Palm Springs.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Public information services.....	1	2	3	4	5
Economic development.....	1	2	3	4	5
Traffic enforcement.....	1	2	3	4	5
Traffic signal timing.....	1	2	3	4	5
Street repair.....	1	2	3	4	5
Street cleaning.....	1	2	3	4	5
Street lighting.....	1	2	3	4	5
Sidewalk maintenance.....	1	2	3	4	5
Bus or transit services.....	1	2	3	4	5
Land use, planning, and zoning.....	1	2	3	4	5
Code enforcement (weeds, abandoned buildings, etc.).....	1	2	3	4	5
Affordable high-speed internet access.....	1	2	3	4	5
Garbage collection.....	1	2	3	4	5
Drinking water.....	1	2	3	4	5
Sewer services.....	1	2	3	4	5
Storm water management (storm drainage, dams, levees, etc.).....	1	2	3	4	5
Power (electric and/or gas) utility.....	1	2	3	4	5
Utility billing.....	1	2	3	4	5
Police services.....	1	2	3	4	5
Crime prevention.....	1	2	3	4	5
Animal control.....	1	2	3	4	5
Ambulance or emergency medical services.....	1	2	3	4	5
Fire services.....	1	2	3	4	5
Fire prevention and education.....	1	2	3	4	5
Emergency preparedness (services that prepare the community for natural disasters or other emergency situations).....	1	2	3	4	5
Preservation of natural areas.....	1	2	3	4	5
Palm Springs open space.....	1	2	3	4	5
Recycling.....	1	2	3	4	5
Yard waste pick-up.....	1	2	3	4	5
Village parks.....	1	2	3	4	5
Recreation programs or classes.....	1	2	3	4	5
Recreation centers or facilities.....	1	2	3	4	5
Health services.....	1	2	3	4	5
Public library services.....	1	2	3	4	5
Overall customer service by Palm Springs employees (police, receptionists, planners, etc.).....	1	2	3	4	5

10. Please rate the following categories of Palm Springs government performance.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
The value of services for the taxes paid to Palm Springs.....	1	2	3	4	5
The overall direction that Palm Springs is taking.....	1	2	3	4	5
The job Palm Springs government does at welcoming resident involvement.....	1	2	3	4	5
Overall confidence in Palm Springs government.....	1	2	3	4	5
Generally acting in the best interest of the community.....	1	2	3	4	5
Being honest.....	1	2	3	4	5
Being open and transparent to the public.....	1	2	3	4	5
Informing residents about issues facing the community.....	1	2	3	4	5
Treating all residents fairly.....	1	2	3	4	5
Treating residents with respect.....	1	2	3	4	5

11. Overall, how would you rate the quality of the services provided by each of the following?

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
The Village of Palm Springs	1	2	3	4	5
The Federal Government.....	1	2	3	4	5

12. Please rate how important, if at all, you think it is for the Palm Springs community to focus on each of the following in the coming two years.

	<u>Essential</u>	<u>Very important</u>	<u>Somewhat important</u>	<u>Not at all important</u>
Overall economic health of Palm Springs	1	2	3	4
Overall quality of the transportation system (auto, bicycle, foot, bus) in Palm Springs.....	1	2	3	4
Overall design or layout of Palm Springs's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	1	2	3	4
Overall quality of the utility infrastructure in Palm Springs (water, sewer, storm water, electric/gas, broadband)	1	2	3	4
Overall feeling of safety in Palm Springs	1	2	3	4
Overall quality of natural environment in Palm Springs	1	2	3	4
Overall quality of parks and recreation opportunities	1	2	3	4
Overall health and wellness opportunities in Palm Springs	1	2	3	4
Overall opportunities for education, culture, and the arts.....	1	2	3	4
Residents' connection and engagement with their community	1	2	3	4

13. Please indicate whether you agree or disagree with the following statements.

	<u>Strongly agree</u>	<u>Agree</u>	<u>Neither agree nor disagree</u>	<u>Disagree</u>	<u>Strongly disagree</u>
There are sufficient parks and open spaces in the Village	1	2	3	4	5
Village parks provide the amenities that I desire	1	2	3	4	5
The Parks & Recreation Department provides the type of sports, programs, and activities that I want	1	2	3	4	5
The Palm Springs Library provides the books, materials, digital content, and activities that I want	1	2	3	4	5
The Palm Springs Library provides sufficient educational resources for children and parents	1	2	3	4	5
The Village quarterly (printed) newsletter and electronic news updates keep me informed of Village efforts and community events	1	2	3	4	5
The overall appearance of village aesthetics (village streets, entranceways, intersections, and landscaping) is visually appealing.....	1	2	3	4	5

14. Please indicate whether you agree or disagree with the following statements about the Palm Springs Police Department.

	<u>Strongly agree</u>	<u>Agree</u>	<u>Neither agree nor disagree</u>	<u>Disagree</u>	<u>Strongly disagree</u>
The Village Police Department meets my expectations for a community police department.....	1	2	3	4	5
Palm Springs Police Officers are friendly and accessible	1	2	3	4	5
The Palm Springs Police Department has a visible presence on a regular basis in my neighborhood.....	1	2	3	4	5
The Palm Springs Police Department is a good representation of community-based policing.....	1	2	3	4	5
The Palm Springs Police Department is responsive to my requests/needs.....	1	2	3	4	5
Palm Springs police officers care about me.....	1	2	3	4	5
I know/recognize our Village police officers	1	2	3	4	5

The Village of Palm Springs 2022 Community Survey

Our last questions are about you and your household.

Again, all of your responses to this survey are confidential and no identifying information will be shared.

D1. In general, how many times do you:

	Several times a day	Once a day	A few times a week	Every few weeks	Less often or never	Don't know
Access the internet from your home using a computer, laptop, or tablet computer	1	2	3	4	5	6
Access the internet from your cell phone.....	1	2	3	4	5	6
Visit social media sites such as Facebook, Twitter, Nextdoor, etc.	1	2	3	4	5	6
Use or check email.....	1	2	3	4	5	6
Share your opinions online.....	1	2	3	4	5	6
Shop online	1	2	3	4	5	6

D2. Please rate your overall health.

☐ Excellent ☐ Very good ☐ Good ☐ Fair ☐ Poor

D3. What impact, if any, do you think the economy will have on your family income in the next 6 months?

Do you think the impact will be:

☐ Very positive ☐ Somewhat positive ☐ Neutral ☐ Somewhat negative ☐ Very negative

D4. How many years have you lived in Palm Springs?

☐ Less than 2 years
☐ 2-5 years
☐ 6-10 years
☐ 11-20 years
☐ More than 20 years

D5. Which best describes the building you live in?

☐ One family house detached from any other houses
☐ Building with two or more homes
 (duplex, townhome, apartment, or condominium)
☐ Mobile home
☐ Other

D6. Do you rent or own your home?

☐ Rent
☐ Own

D7. About how much is your monthly housing cost for the place you live (including rent, mortgage payment, property tax, property insurance, and homeowners' association (HOA) fees)?

☐ Less than \$500 ☐ \$2,000 to \$2,499
☐ \$500 to \$999 ☐ \$2,500 to \$2,999
☐ \$1,000 to \$1,499 ☐ \$3,000 to \$3,499
☐ \$1,500 to \$1,999 ☐ \$3,500 or more

D8. Do any children 17 or under live in your household?

☐ No ☐ Yes

D9. Are you or any other members of your household aged 65 or older?

☐ No ☐ Yes

D10. How much do you anticipate your household's total income before taxes will be for the current year? (Please include in your total income money from all sources for all persons living in your household.)

☐ Less than \$25,000 ☐ \$75,000 to \$99,999
☐ \$25,000 to \$49,999 ☐ \$100,000 to \$149,999
☐ \$50,000 to \$74,999 ☐ \$150,000 or more

D11. Are you Spanish, Hispanic or Latino?

☐ No, not Spanish, Hispanic, or Latino
☐ Yes, I consider myself to be Spanish, Hispanic, or Latino

D12. What is your race? (Mark one or more races to indicate what race you consider yourself to be.)

☐ American Indian or Alaskan Native
☐ Asian, Asian Indian, or Pacific Islander
☐ Black or African American
☐ White
☐ Other

D13. In which category is your age?

☐ 18-24 years ☐ 55-64 years
☐ 25-34 years ☐ 65-74 years
☐ 35-44 years ☐ 75 years or older
☐ 45-54 years

D14. What is your gender?

☐ Female
☐ Male
☐ Identify in another way

Thank you!

Please return the completed survey in the postage-paid envelope to:
National Research Center, Inc., PO Box 549, Belle Mead, NJ 08502



August 2022

Dear Village of Palm Springs Resident:

Please help us shape the future of Palm Springs! You have been selected at random to participate in the 2022 Palm Springs Community Survey. **If you've already completed the survey online, thank you. Please do not respond twice.**

Please take a few minutes to fill out the enclosed survey. Your participation in this survey is very important—especially since your household is one of only a small number of households being surveyed. Your feedback will help Palm Springs make decisions that affect our Village.

A few things to remember:

- **Your responses are confidential and no identifying information will be shared.**
- In order to hear from a diverse group of residents, the adult 18 years or older in your household who most recently had a birthday should complete this survey.
- **You may return the survey by mail in the enclosed postage-paid envelope, or you can complete the survey online at:**

<https://polco.us/xxplaceholder>

Please do not share your survey link.

This survey is for randomly selected households only. The Village will conduct a separate survey that is open to all residents just a few weeks from now.

If you have any questions about the survey, please call (561) 584-8200.

Thank you for your time and participation!

Sincerely,

Estimado Residente del Pueblo de Palm Springs:

¡Por favor ayúdenos a moldear el futuro de Palm Springs! Usted ha sido seleccionado al azar para participar en la Encuesta de la Comunidad de Palm Springs del 2022. **Si ya completó la encuesta en línea, gracias. Por favor no responda dos veces.**

Por favor tome unos minutos para completar la encuesta adjunta; si usted preferiría completar la encuesta en español, por favor siga las instrucciones abajo para acceder a la encuesta en español por medio de la red. Su participación en esta encuesta es muy importante—especialmente porque su hogar es uno de solamente un número pequeño de hogares que se están encuestando. Sus observaciones le ayudarán a Palm Springs tomar decisiones que afectarán a nuestro pueblo.

Algunas cosas para recordar:

- **Sus respuestas son confidenciales y no se compartirá ninguna información de identificación.**
- Para poder escuchar a un grupo diverso de residentes, el adulto de 18 años o más en su hogar que haya celebrado su cumpleaños más recientemente debe completar esta encuesta.
- **Puede devolver la encuesta *en inglés* por correo en el sobre pre-pagado adjunto, o puede completar la encuesta en línea *en español* en:**

<https://polco.us/xxplaceholder>

Por favor no comparta el enlace de su encuesta.

Esta encuesta es solamente para hogares seleccionados al azar. El pueblo conducirá una encuesta separada que está abierta a todos los residentes dentro de unas semanas.

Si tiene alguna pregunta sobre la encuesta, por favor llame al (561) 584-8200.

¡Gracias por su tiempo y participación!

Atentamente,

Bev Smith, Mayor/Alcalde

Variable label	Question stem				SCIENTIFIC Percent positive	SCIENTIFIC benchmark comparison	OPEN PARTICIPATION percent positive	Difference between scientific and open participation percent positive ratings	
q1a	Please rate each of the following aspects of quality of life in Palm Springs.	Palm Springs as a place to live	Facet of Community Livability	Community Design	88.4	Similar	76.8	11.6	
q1b	Please rate each of the following aspects of quality of life in Palm Springs.	Your neighborhood as a place to live	Inclusivity and Engagement	Inte	79.7	Similar	71	8.7	
q1c	Please rate each of the following aspects of quality of life in Palm Springs.	Palm Springs as a place to raise children	Economy	Economy	79.9	Similar	75.8	4.1	
q1d	Please rate each of the following aspects of quality of life in Palm Springs.	Palm Springs as a place to work	Economy	Economy	71.7	Similar	52	19.7	
q1e	Please rate each of the following aspects of quality of life in Palm Springs.	Palm Springs as a place to visit	Inclusivity and Engagement	Inclusivity and Engagement	62.7	Similar	58.9	3.8	
q1f	Please rate each of the following aspects of quality of life in Palm Springs.	Palm Springs as a place to retire	Quality of Life	Quality of Life	66.9	Similar	63.7	3.2	
q1g	Please rate each of the following aspects of quality of life in Palm Springs.	The overall quality of life	Inclusivity and Engagement	Inclusivity and Engagement	78.4	Similar	74.6	3.8	
q1h	Please rate each of the following aspects of quality of life in Palm Springs.	Sense of community	Economy	Economy	67.8	Similar	59	8.8	
q2a	Please rate each of the following characteristics as they relate to Palm Springs as a whole.	Overall economic health	Mobility	Mobility	56.7	Similar	54.7	2	
q2b	Please rate each of the following characteristics as they relate to Palm Springs as a whole.	Overall quality of the transportation system	Community Design	Community Design	64.2	Higher	54.4	9.8	
q2c	Please rate each of the following characteristics as they relate to Palm Springs as a whole.	Overall design or layout of residential and commercial areas	Utilities	Utilities	74.2	Higher	67.3	6.9	
q2d	Please rate each of the following characteristics as they relate to Palm Springs as a whole.	Overall quality of the utility infrastructure	Safety	Safety	75.1	Similar	72.5	2.6	
q2e	Please rate each of the following characteristics as they relate to Palm Springs as a whole.	Overall feeling of safety	Natural environment	Natural environment	76.6	Similar	65.1	11.5	
q2f	Please rate each of the following characteristics as they relate to Palm Springs as a whole.	Overall quality of natural environment	Parks and Recreation	Parks and Recreation	67.9	Similar	71.6	-3.7	
q2g	Please rate each of the following characteristics as they relate to Palm Springs as a whole.	Overall quality of parks and recreation opportunities	Health and Wellness	Health and Wellness	77	Similar	79	-2	
q2h	Please rate each of the following characteristics as they relate to Palm Springs as a whole.	Overall health and wellness opportunities	Education, Arts and Culture	Education, Arts and Culture	69.6	Similar	68.5	1.1	
q2i	Please rate each of the following characteristics as they relate to Palm Springs as a whole.	Overall opportunities for education, culture, and the arts	Inclusivity and Engagement	Inclusivity and Engagement	60.6	Similar	52.2	8.4	
q2j	Please rate each of the following characteristics as they relate to Palm Springs as a whole.	Residents' connection and engagement with their community	Quality of Life	Quality of Life	48.2	Similar	49	-0.8	
q3a	Please indicate how likely or unlikely you are to do each of the following.	Recommend living in Palm Springs to someone who asks	Quality of Life	Quality of Life	85.4	Similar	75.4	10	
q3b	Please indicate how likely or unlikely you are to do each of the following.	Remain in Palm Springs for the next five years	Safety	Safety	83.2	Similar	76.4	6.8	
q4a	Please rate how safe or unsafe you feel:	In your neighborhood during the day	Safety	Safety	90.9	Similar	84.4	6.5	
q4b	Please rate how safe or unsafe you feel:	In Palm Springs's downtown/commercial area during the day	Safety	Safety	85.9	Similar	79.7	6.2	
q4c	Please rate how safe or unsafe you feel:	From property crime	Safety	Safety	78.2	Similar	62.6	15.6	
q4d	Please rate how safe or unsafe you feel:	From violent crime	Safety	Safety	83.2	Similar	71.3	11.9	
q4e	Please rate how safe or unsafe you feel:	From fire, flood, or other natural disaster	Inclusivity and Engagement	Inclusivity and Engagement	82.3	Similar	80.3	2	
q5a	Please rate the job you feel the Palm Springs community does at each of the following.	Making all residents feel welcome	Inclusivity and Engagement	Inclusivity and Engagement	74.9	Similar	71.2	3.7	
q5b	Please rate the job you feel the Palm Springs community does at each of the following.	Attracting people from diverse backgrounds	Community Design	Community Design	81	Similar	75.2	5.8	
q5c	Please rate the job you feel the Palm Springs community does at each of the following.	Valuing/respecting residents from diverse backgrounds	Inclusivity and Engagement	Inclusivity and Engagement	82.4	Higher	78.7	3.7	
q5d	Please rate the job you feel the Palm Springs community does at each of the following.	Taking care of vulnerable residents	Economy	Economy	72.4	Higher	70.4	2	
q6a	Please rate each of the following in the Palm Springs community.	Overall quality of business and service establishments	Economy	Economy	78.7	Similar	68.7	10	
q6b	Please rate each of the following in the Palm Springs community.	Variety of business and service establishments	Economy	Economy	74	Higher	66.9	7.1	
q6c	Please rate each of the following in the Palm Springs community.	Vibrancy of downtown/commercial area	Economy	Economy	61.1	Similar	55	6.1	
q6d	Please rate each of the following in the Palm Springs community.	Employment opportunities	Economy	Economy	62.4	Higher	44.4	18	
q6e	Please rate each of the following in the Palm Springs community.	Shopping opportunities	Economy	Economy	73	Higher	58.3	14.7	
q6f	Please rate each of the following in the Palm Springs community.	Cost of living	Quality of Life	Quality of Life	46.4	Similar	37.4	9	
q6g	Please rate each of the following in the Palm Springs community.	Overall image or reputation	Mobility	Mobility	78.6	Similar	68.8	9.8	
q7a	Please also rate each of the following in the Palm Springs community.	Traffic flow on major streets	Mobility	Mobility	59.4	Similar	51.5	7.9	
q7c	Please also rate each of the following in the Palm Springs community.	Ease of travel by car	Mobility	Mobility	74.5	Similar	65.6	8.9	
q7d	Please also rate each of the following in the Palm Springs community.	Ease of travel by public transportation	Mobility	Mobility	55.9	Similar	33.1	22.8	
q7e	Please also rate each of the following in the Palm Springs community.	Ease of travel by bicycle	Mobility	Mobility	59.2	Similar	55.9	3.3	
q7f	Please also rate each of the following in the Palm Springs community.	Ease of walking	Mobility	Mobility	75.2	Similar	63	12.2	
q7g	Please also rate each of the following in the Palm Springs community.	Well-planned residential growth	Community Design	Community Design	65.7	Higher	54.5	11.2	
q7h	Please also rate each of the following in the Palm Springs community.	Well-planned commercial growth	Community Design	Community Design	71.5	Higher	52.5	19	
q7i	Please also rate each of the following in the Palm Springs community.	Well-designed neighborhoods	Community Design	Community Design	56.4	Similar	58.4	8	
q7j	Please also rate each of the following in the Palm Springs community.	Preservation of the historical or cultural character of the community	Community Design	Community Design	70.2	Similar	49.8	20.4	
q7k	Please also rate each of the following in the Palm Springs community.	Public places where people want to spend time	Community Design	Community Design	53.6	Similar	53.8	-0.2	
q7l	Please also rate each of the following in the Palm Springs community.	Variety of housing options	Community Design	Community Design	48.4	Similar	49.8	-1.4	
q7m	Please also rate each of the following in the Palm Springs community.	Availability of affordable quality housing	Community Design	Community Design	31.8	Similar	27.5	4.3	
q7n	Please also rate each of the following in the Palm Springs community.	Overall quality of new development	Community Design	Community Design	56.7	Similar	34.4	22.3	
q7o	Please also rate each of the following in the Palm Springs community.	Overall appearance	Community Design	Community Design	67.5	Similar	66.6	0.9	
q7p	Please also rate each of the following in the Palm Springs community.	Cleanliness	Natural environment	Natural environment	67.6	Similar	74.9	-7.3	
q7q	Please also rate each of the following in the Palm Springs community.	Water resources	Natural environment	Natural environment	73.1	Similar	78	-4.9	
q7r	Please also rate each of the following in the Palm Springs community.	Air quality	Natural environment	Natural environment	85.6	Similar	85.2	0.4	
q7s	Please also rate each of the following in the Palm Springs community.	Availability of paths and walking trails	Parks and Recreation	Parks and Recreation	65.2	Similar	58.9	6.3	
q7t	Please also rate each of the following in the Palm Springs community.	Fitness opportunities	Parks and Recreation	Parks and Recreation	61.3	Similar	65.5	-4.2	
q7u	Please also rate each of the following in the Palm Springs community.	Recreational opportunities	Parks and Recreation	Parks and Recreation	61.3	Similar	61.6	-0.3	
q7v	Please also rate each of the following in the Palm Springs community.	Availability of affordable quality food	Health and Wellness	Health and Wellness	60.3	Similar	55.5	4.8	
q7w	Please also rate each of the following in the Palm Springs community.	Availability of affordable quality health care	Health and Wellness	Health and Wellness	66.4	Similar	53.4	13	
q7x	Please also rate each of the following in the Palm Springs community.	Availability of preventive health services	Health and Wellness	Health and Wellness	65.4	Similar	55.1	10.3	
q7y	Please also rate each of the following in the Palm Springs community.	Availability of affordable quality mental health care	Health and Wellness	Health and Wellness	57.5	Higher	46.1	11.4	
q7z	Please also rate each of the following in the Palm Springs community.	Opportunities to attend cultural/arts/music activities	Education, Arts and Culture	Education, Arts and Culture	50.7	Similar	46.6	4.1	
q7aa	Please also rate each of the following in the Palm Springs community.	Community support for the arts	Education, Arts and Culture	Education, Arts and Culture	54.5	Similar	54.9	-0.4	
q7bb	Please also rate each of the following in the Palm Springs community.	Availability of affordable quality childcare/preschool	Education, Arts and Culture	Education, Arts and Culture	63.2	Similar	47	16.2	
q7cc	Please also rate each of the following in the Palm Springs community.	K-12 education	Education, Arts and Culture	Education, Arts and Culture	64.5	Similar	52.6	11.9	
q7dd	Please also rate each of the following in the Palm Springs community.	Adult educational opportunities	Education, Arts and Culture	Education, Arts and Culture	64.9	Similar	59	5.9	
q7ee	Please also rate each of the following in the Palm Springs community.	Sense of civic/community pride	Inclusivity and Engagement	Inclusivity and Engagement	67	Similar	53.4	13.6	
q7ff	Please also rate each of the following in the Palm Springs community.	Neighborhoodness of residents	Inclusivity and Engagement	Inclusivity and Engagement	70.5	Similar	60.8	9.7	
q7gg	Please also rate each of the following in the Palm Springs community.	Opportunities to participate in social events and activities	Inclusivity and Engagement	Inclusivity and Engagement	63	Similar	56.3	6.7	
q7hh	Please also rate each of the following in the Palm Springs community.	Opportunities to attend special events and festivals	Education, Arts and Culture	Education, Arts and Culture	59.4	Similar	55.9	3.5	
q7ii	Please also rate each of the following in the Palm Springs community.	Opportunities to volunteer	Inclusivity and Engagement	Inclusivity and Engagement	72	Similar	54.6	17.4	
q7jj	Please also rate each of the following in the Palm Springs community.	Opportunities to participate in community matters	Inclusivity and Engagement	Inclusivity and Engagement	71.6	Similar	52	19.6	
q7kk	Please also rate each of the following in the Palm Springs community.	Openness and acceptance of the community toward people of diverse backgrounds	Inclusivity and Engagement	Inclusivity and Engagement	82.2	Higher	72.2	10	
q8a	Please indicate whether or not you have done each of the following in the last 12 months.	Contacted the Village of Palm Springs for help or information	Participation	Participation	52.3	Similar	53.7	-1.4	
q8b	Please indicate whether or not you have done each of the following in the last 12 months.	Contacted Palm Springs elected officials to express your opinion	Participation	Participation	11.8	Similar	12.3	-0.5	
q8c	Please indicate whether or not you have done each of the following in the last 12 months.	Attended a local public meeting	Participation	Participation	9.5	Lower	15	-5.5	
q8e	Please indicate whether or not you have done each of the following in the last 12 months.	Volunteered your time to some group/activity	Participation	Participation	8.6	Much lower	15.2	-6.6	
q8f	Please indicate whether or not you have done each of the following in the last 12 months.	Campaigned or advocated for a local issue, cause, or candidate	Participation	Participation	4.7	Lower	9.1	-4.4	
q8g	Please indicate whether or not you have done each of the following in the last 12 months.	Voted in your most recent local election	Participation	Participation	50	Much lower	54.2	-4.2	
q8h	Please indicate whether or not you have done each of the following in the last 12 months.	Used public transportation instead of driving	Participation	Participation	21.5	Similar	18.6	2.9	
q8i	Please indicate whether or not you have done each of the following in the last 12 months.	Carpooled with other adults or children instead of driving alone	Mobility	Mobility	29.3	Lower	32.4	-3.1	
q8j	Please indicate whether or not you have done each of the following in the last 12 months.	Walked or biked instead of driving	Mobility	Mobility	51	Similar	55.5	-4.5	
q9a	Please rate the quality of each of the following services in Palm Springs.	Public information services	Mobility	Mobility	70.8	Similar	69.5	1.3	
q9b	Please rate the quality of each of the following services in Palm Springs.	Economic development	Governance	Governance	65	Similar	48.1	16.9	
q9c	Please rate the quality of each of the following services in Palm Springs.	Traffic enforcement	Economy	Economy	71.1	Similar	53.4	17.7	
q9d	Please rate the quality of each of the following services in Palm Springs.	Traffic signal timing	Mobility	Mobility	65.3	Higher	60.5	4.8	
q9e	Please rate the quality of each of the following services in Palm Springs.	Street repair	Mobility	Mobility	72.6	Higher	60.6	12	
q9f	Please rate the quality of each of the following services in Palm Springs.	Street cleaning	Mobility	Mobility	69.4	Similar	64.4	5	
q9g	Please rate the quality of each of the following services in Palm Springs.	Street lighting	Mobility	Mobility	58	Similar	55.7	2.3	
q9i	Please rate the quality of each of the following services in Palm Springs.	Sidewalk maintenance	Mobility	Mobility	62.1	Similar	62.8	-0.7	
q9j	Please rate the quality of each of the following services in Palm Springs.	Bus or transit services	Mobility	Mobility	71.6	Higher	55.6	16	
q9k	Please rate the quality of each of the following services in Palm Springs.	Land use, planning and zoning	Mobility	Mobility	68	Higher	53.2	14.8	

 = 5% or greater difference between scientific and nonscientific ratings
 = -5% or greater difference between scientific and nonscientific ratings

Variable					SCIENTIFIC	SCIENTIFIC	OPEN	Difference between
label	Question stem		Facet of Community Livability	positive	Percent	benchmark	PARTICIPATION	scientific and open
						comparison	percent positive	participation percent
								positive ratings
q9l	Please rate the quality of each of the following services in Palm Springs.	Code enforcement	Community Design	61.6	Similar	50	11.6	
q9m	Please rate the quality of each of the following services in Palm Springs.	Affordable high-speed internet access	Community Design	59.7	Similar	57.6	2.1	
q9n	Please rate the quality of each of the following services in Palm Springs.	Garbage collection	Utilities	80.6	Similar	71.9	8.7	
q9o	Please rate the quality of each of the following services in Palm Springs.	Drinking water	Utilities	77.7	Similar	74.6	3.1	
q9p	Please rate the quality of each of the following services in Palm Springs.	Sewer services	Utilities	86.2	Similar	79.3	6.9	
q9q	Please rate the quality of each of the following services in Palm Springs.	Storm water management	Utilities	74.8	Similar	76.2	-1.4	
q9r	Please rate the quality of each of the following services in Palm Springs.	Power (electric and/or gas) utility	Utilities	76	Similar	69.5	6.5	
q9s	Please rate the quality of each of the following services in Palm Springs.	Utility billing	Utilities	59.1	Similar	54.1	5	
q9t	Please rate the quality of each of the following services in Palm Springs.	Police/Sheriff services	Utilities	78.8	Similar	66.8	12	
q9u	Please rate the quality of each of the following services in Palm Springs.	Crime prevention	Safety	80.1	Similar	65.7	14.4	
q9v	Please rate the quality of each of the following services in Palm Springs.	Animal control	Safety	84.7	Higher	74.8	9.9	
q9w	Please rate the quality of each of the following services in Palm Springs.	Ambulance or emergency medical services	Safety	95.2	Similar	90.6	4.6	
q9x	Please rate the quality of each of the following services in Palm Springs.	Fire services	Safety	95.1	Similar	95.4	-0.3	
q9y	Please rate the quality of each of the following services in Palm Springs.	Fire prevention and education	Safety	67.3	Similar	72.7	-5.4	
q9z	Please rate the quality of each of the following services in Palm Springs.	Emergency preparedness	Safety	74.5	Similar	76.4	-1.9	
q9aa	Please rate the quality of each of the following services in Palm Springs.	Preservation of natural areas	Safety	73.5	Similar	63.3	10.2	
q9bb	Please rate the quality of each of the following services in Palm Springs.	Palm Springs open space	Natural environment	77.6	Higher	66	11.6	
q9cc	Please rate the quality of each of the following services in Palm Springs.	Recycling	Natural environment	68.5	Similar	63.5	5	
q9dd	Please rate the quality of each of the following services in Palm Springs.	Yard waste pick-up	Natural environment	78.4	Similar	65.9	12.5	
q9ee	Please rate the quality of each of the following services in Palm Springs.	Village parks	Natural environment	80.8	Similar	76.9	3.9	
q9ff	Please rate the quality of each of the following services in Palm Springs.	Recreation programs or classes	Parks and Recreation	67.9	Similar	62.1	5.8	
q9gg	Please rate the quality of each of the following services in Palm Springs.	Recreation centers or facilities	Parks and Recreation	66.1	Similar	62.3	3.8	
q9hh	Please rate the quality of each of the following services in Palm Springs.	Health services	Parks and Recreation	79.4	Similar	57.3	22.1	
q9ii	Please rate the quality of each of the following services in Palm Springs.	Public library services	Health and Wellness	86.1	Similar	90.9	-4.8	
q9j	Please rate the quality of each of the following services in Palm Springs.	Overall customer service by Palm Springs employees	Education, Arts and Culture	76.8	Similar	71.5	5.3	
q9ja	Please rate the following categories of Palm Springs government performance.	The value of services for the taxes paid to Palm Springs	Governance	60.4	Similar	50.1	10.3	
q9jb	Please rate the following categories of Palm Springs government performance.	The overall direction that Palm Springs is taking	Governance	65	Similar	56.3	8.7	
q9jc	Please rate the following categories of Palm Springs government performance.	The job Palm Springs government does at welcoming resident involvement	Governance	58.1	Similar	48.4	9.7	
q9jd	Please rate the following categories of Palm Springs government performance.	Overall confidence in Palm Springs government	Governance	68.4	Similar	49.6	18.8	
q9je	Please rate the following categories of Palm Springs government performance.	Generally acting in the best interest of the community	Governance	77.6	Higher	61.8	15.8	
q9jf	Please rate the following categories of Palm Springs government performance.	Being honest	Governance	73.5	Similar	66.4	7.1	
q9jg	Please rate the following categories of Palm Springs government performance.	Being open and transparent to the public	Governance	73.7	Higher	59.3	14.4	
q9jh	Please rate the following categories of Palm Springs government performance.	Informing residents about issues facing the community	Governance	65.6	Similar	52.6	13	
q9ji	Please rate the following categories of Palm Springs government performance.	Treating all residents fairly	Governance	82.3	Higher	63.2	19.1	
q9jj	Please rate the following categories of Palm Springs government performance.	Treating residents with respect	Governance	76.8	Similar	63.3	13.5	
q9jk	Overall, how would you rate the quality of the services provided by each of the following?	The Village of Palm Springs	Governance	78.7	Similar	68.2	10.5	
q9jl	Overall, how would you rate the quality of the services provided by each of the following?	The Federal Government	Governance	52.5	Higher	47.5	5	
q9jm	Please rate how important, if at all, you think it is for the Palm Springs community to focus on each of the f	Overall economic health	Governance	92.4	Similar	92.3	0.1	
q9jn	Please rate how important, if at all, you think it is for the Palm Springs community to focus on each of the f	Overall quality of the transportation system	Priorities	88.2	Higher	77.7	10.5	
q9jo	Please rate how important, if at all, you think it is for the Palm Springs community to focus on each of the f	Overall design or layout of residential and commercial areas	Priorities	78.7	Similar	87.8	-9.1	
q9jp	Please rate how important, if at all, you think it is for the Palm Springs community to focus on each of the f	Overall quality of the utility infrastructure	Priorities	88.8	Similar	95.7	-6.9	
q9jq	Please rate how important, if at all, you think it is for the Palm Springs community to focus on each of the f	Overall feeling of safety	Priorities	92.9	Similar	97.2	-4.3	
q9jr	Please rate how important, if at all, you think it is for the Palm Springs community to focus on each of the f	Overall quality of natural environment	Priorities	86.4	Similar	87.5	-1.1	
q9js	Please rate how important, if at all, you think it is for the Palm Springs community to focus on each of the f	Overall quality of parks and recreation opportunities	Priorities	90.9	Similar	85.8	5.1	
q9jt	Please rate how important, if at all, you think it is for the Palm Springs community to focus on each of the f	Overall health and wellness opportunities	Priorities	86.6	Similar	76.3	10.3	
q9ju	Please rate how important, if at all, you think it is for the Palm Springs community to focus on each of the f	Overall opportunities for education, culture, and the arts	Priorities	83.7	Similar	81.4	2.3	
q9jv	Please rate how important, if at all, you think it is for the Palm Springs community to focus on each of the f	Residents' connection and engagement with their community	Priorities	82.3	Similar	76.2	6.1	
q9jw	Please indicate whether you agree or disagree with the following statements.	There are sufficient parks and open spaces in the Village	Priorities	86		81.8	4.2	
q9jx	Please indicate whether you agree or disagree with the following statements.	Village parks provide the amenities that I desire	Custom	90		83.1	6.9	
q9jy	Please indicate whether you agree or disagree with the following statements.	The Parks & Recreation Department provides the type of sports, programs, and activities th	Custom	87.1		79.3	7.8	
q9ja	Please indicate whether you agree or disagree with the following statements.	The Palm Springs Library provides the books, materials, digital content, and activities that I	Custom	98.9		94.5	4.4	
q9jb	Please indicate whether you agree or disagree with the following statements.	The Palm Springs Library provides sufficient educational resources for children and parents	Custom	97.6		96.6	1	
q9jc	Please indicate whether you agree or disagree with the following statements.	The Village quarterly (printed) newsletter and electronic news updates keep me informed o	Custom	91.7		89.9	1.8	
q9jd	Please indicate whether you agree or disagree with the following statements.	The overall appearance of village aesthetics (village streets, entranceways, intersections, ar	Custom	86.4		82.6	3.8	
q9je	Please indicate whether you agree or disagree with the following statements about the Palm Springs Polio	The Village Police Department meets my expectations for a community police department	Custom	94.2		85.3	8.9	
q9jf	Please indicate whether you agree or disagree with the following statements about the Palm Springs Polio	Palm Springs Police Officers are friendly and accessible	Custom	92.1		80.6	11.5	
q9jg	Please indicate whether you agree or disagree with the following statements about the Palm Springs Polio	The Palm Springs Police Department has a visible presence on a regular basis in my neighbo	Custom	82.7		73.3	9.4	
q9jh	Please indicate whether you agree or disagree with the following statements about the Palm Springs Polio	The Palm Springs Police Department is a good representation of community-based policing	Custom	87.5		86	1.5	
q9ji	Please indicate whether you agree or disagree with the following statements about the Palm Springs Polio	The Palm Springs Police Department is responsive to my requests/needs	Custom	94.7		92.3	2.4	
q9jj	Please indicate whether you agree or disagree with the following statements about the Palm Springs Polio	Palm Springs police officers care about me	Custom	94.4		86.6	7.8	
q9jk	Please indicate whether you agree or disagree with the following statements about the Palm Springs Polio	I know/recognize our Village police officers	Participation	78.4		70.9	7.5	
q9jl	In general, how many times do you:	Access the internet from your home	Participation	94.8	Similar	95.7	-0.9	
q9jm	In general, how many times do you:	Access the internet from your cell phone	Participation	98.5	Similar	99.5	-1	
q9jn	In general, how many times do you:	Visit social media sites	Participation	82.9	Similar	85.5	-2.6	
q9jo	In general, how many times do you:	Use or check email	Participation	96.2	Similar	99.1	-2.9	
q9jp	In general, how many times do you:	Share your opinions online	Participation	41.5	Higher	49.5	-8	
q9jq	In general, how many times do you:	Shop online	Participation	55.8	Similar	64.6	-8.8	
q9jr	Please rate your overall health.	Please rate your overall health.	Participation	53.2	Similar	67.3	-14.1	
q9js	What impact, if any, do you think the economy will have on your family income in the next 6 months?	What impact, if any, do you think the economy will have on your family income in the next 6 months?	Participation	13.4	Lower	37.7	-24.3	

Background of National Research Center & Polco

National Research Center (NRC) gives local governments, and other public sector organizations, the data they need to make more informed decisions. For over 25 years, NRC has worked with hundreds of jurisdictions nationwide. NRC is best known for our national benchmarking surveys and custom survey research. This benchmark database holds hundreds of thousands of resident opinions – making it the largest of its kind in the United States. NRC is a team of leading experts in the survey research industry. Our experienced practitioners are thought-leaders in the field, authoring numerous articles and books, and presenting research at conferences around the nation.

Polco is an online civic engagement platform designed to receive ongoing feedback from members of a community. This award-winning tool gives officials data-rich reports and input to make more informed decisions. Polco was developed to quickly deploy and analyze surveys online, providing the agility to gather critical information from community stakeholders throughout the nation. We have created tools for governments, economic development organizations and nonprofits to measure community livability.

In 2019, NRC merged with Polco, creating the gold standard in civic engagement. Now Polco provides local government leaders with the best in survey research alongside today's most innovative online civic engagement capabilities.

Frequently Asked Questions

The NCS Instrument

What is The NCS?

The NCS is a cost-effective survey of resident opinion and an important benchmarking tool that allows for comparison among communities. It is the only resident survey endorsed by the International City/County Management Association and the National League of Cities.

The NCS survey instrument was developed by National Research Center (NRC, now the research arm of Polco) in 2001, in partnership with ICMA, to address the need for a standardized survey tool that could provide robust benchmark comparisons for local governments across the nation. It was among the first scientific surveys developed to gather resident opinion on a range of community issues, and has since been used in more than 350 jurisdictions across 46 states. The NCS instrument is the gold standard in community surveys, and it is tried and true. We periodically refresh and update the survey instrument to make sure it's relevant, and any changes to the survey questions are extensively tested by our research experts. Communities using The NCS have reported that the tool improved service delivery, strengthened communications with community stakeholders, and helped leaders identify clear priorities for use in strategic planning and budget setting. We're confident in The NCS and the data that it provides for communities around the country.

What are Polco's credentials?

National Research Center (NRC) has been successfully conducting surveys for local governments for over 25 years. NRC was formed by former employees from the City of Boulder, and thus have also worked extensively with local governments across the country. NRC's research team literally wrote the book on citizen surveys, published in three different printings by ICMA Press.

What are the benefits of using The NCS rather than another survey option?

1. Survey questions have been written and vetted by survey research experts at Polco/National Research Center
2. You can be confident that you're hearing from a truly representative sample of your residents (especially residents that you may not hear from in council meetings or in an open participation survey, for one reason or another)
3. You can have a high level of confidence in your results (due to our rigorous methodology)
4. Your report will include benchmark comparisons that show results for specific City services or features compared to those services/features in other municipalities

What should we keep in mind as we try to determine whether or not to add custom questions to our implementation of The NCS?

Our standard survey questions are fairly comprehensive and provide a broad overview of the different facets of livability in the community. These questions will provide a good baseline by which you can measure against other communities (using the benchmark comparisons), as well as monitor progress against your own results in future years via the trendlines. However, if you do opt to purchase custom questions, you'll have 1/2 page of space (although you can purchase more space, we recommend keeping the survey as short as possible, because longer surveys can negatively affect response rate). Often this correlates to about 2-3 questions (more or less, depending on length). These custom questions can provide a good place to get resident input on current/upcoming proposals, past initiatives (to gauge how effective they were), specific priorities for the Village, or other timely topics. If you do decide to include custom questions on the survey, we strongly recommend that you consider and plan for how residents' input/responses will affect the decisions and plans made by your local government. It's important that questions are only asked if/when resident input will affect the outcome in some way (and avoid asking questions about decisions that have already been made/will not be changed based on the results). If you do decide to move forward with the custom questions add-on, you can look through our library of already developed and vetted questions, in case any of those suit your needs. Otherwise, we're happy to help construct new questions if you have specific topics in mind.

What grade does The NCS read at?

We aim for a 6th grade reading level, and always do our best to avoid any jargon.

What is the estimated time that it takes people to complete this survey?

Typically it takes respondents about 20 minutes to fill out the survey, but it can be a little more depending on the complexity and number of custom questions that you add.

Survey Methodology

What's a probability-based survey and what are the benefits?

A probability-based survey uses a sampling method where every eligible person or household in a community has a known chance of being selected to participate. Respondents are selected at random from a comprehensive list (usually of residential addresses) as an effort to reduce bias. Probability-based sampling is currently considered the gold standard for survey methods, although with declining response rates and the advent of new outreach and weighting methods - this may change in the near future.

What's an open participation survey and what are the benefits?

An open participation survey is offered to all residents in a community. This method is important because it provides engagement opportunities to all, thus often providing a higher number of completed responses overall and for population sub-groups. It can be less resource-intensive than a probability-based survey and require less time from administration to actionable data. Polco's open participation surveys are programmed as an online survey, and we recommend that invitations be sent widely through as many communication channels as possible (social media, email lists, newsletters, media reporting, etc.). Open participation surveys also can benefit from snowball sampling whereby existing survey respondents can recruit their friends and acquaintances, so that response grows like a rolling snowball. This sampling method can be used to elevate general awareness of the research effort and increase overall response as well as the response from those who do not traditionally participate in surveys.

Can I do a probability-based survey and an open participation survey at the same time?

Yes, in fact it is always advisable to include an open participation survey when implementing a survey with a probability-based sample. The probability-based method ensures that every resident has an equal chance of being selected, but most residents are not selected in the final sample. The open participation works to increase the number of completed surveys and also ensures that the whole community feels included and everyone has a chance to be heard.

Please note, the open participation survey and random sample survey data will be provided separately in the final report.

What is sampling and how does it work?

Sampling is the process of selecting a subset of random households from your community to receive the survey. To do this, we use the boundary data you provide, along with lists of addresses in your jurisdiction from USPS, to geocode the households that are within your community's boundaries. We then randomly select a number of households for our sample, because we cannot survey everyone due to how expensive that would be. To mitigate lower response rate trends within multi-family households and ensure our sample is as representative as possible, we often select a higher proportion of multi-family homes compared to single-family homes.

What does it mean to track an area, and what kind of information does this provide?

If you choose to track areas, your final report will allow you to compare results between respondents located within each of those different areas. These comparisons can show if (and how) perspectives vary between residents from different parts of the community, which could provide useful data for future decision-making. Some clients choose to track council districts, wards, or general geographic locations (e.g., North/South/Central). Others choose not to track areas at all! It's entirely up to you and your colleagues. It may be something to consider as you discuss custom questions, too, in case any of those may benefit from area breakdowns.

How do I know the survey is secure?

[Answer] Results are never reported in a way that an individual's identity can be known through their responses.

What stops respondents from taking the survey multiple times?

We have conducted extensive testing over the past two decades on duplicate responses (and have also presented on this topic at AAPOR). In our research, we have found duplicate responses and submissions to be quite rare; in fact, it is a long-standing joke in the survey industry that it is difficult enough to get the respondent to take the survey once, much less multiple times. In particular, duplicate responses or ballot-stuffing are very rarely a concern for our benchmark surveys such as The NCS, as these surveys do not cover contentious topics and are unlikely to elicit such strong feelings and actions from residents. We do check for duplicate responses during our analysis and remove those from the dataset when found. If duplicate responses are a big concern for the Village, you could consider requiring registration on the survey. This is an online survey setting that requires respondents to provide their email address and zip code in order to submit a response. We generally recommend allowing guest responses for the random sample survey, to reduce any potential barriers for residents; requiring registration is one way to deter multiple responses from a single individual, but it might also deter response in general, so it's worth additional consideration and discussion.

What does it mean if a respondent is verified?

Respondents will be asked to provide their name, zip code, and email address. The name and zip code can be verified against voter registration records, giving Polco admins additional demographic information such as gender, age range, and voting district. Polco values respondent privacy and does not report any individually identifying information.

How verification works: Polco uses the respondent's input (name and zip code) and a proprietary matching algorithm to find that individual within a local verification list (usually the voter registration database for the Village). Historically, Polco has matched around 60% to 70% of its responding users on local voter files. Each user successfully matched against the verification list no longer needs to self-report most additional demographic and geographic information (age, gender, precinct/ward, etc.). This not only improves the accuracy of the results, but helps stave off survey fatigue. In addition, verification ensures that respondents only respond to each survey once, avoiding fraud and ballot box stuffing.

By comparing verified results to unverified results, admins can get a better idea of the accuracy of their results and identify any potential issues.

Residents are concerned about needing to provide their email addresses to submit the survey (if registration is required). They're saying it's not anonymous/confidential. How should I respond?

Polco's privacy policy is very strict and favors respondents. We never share email addresses, for any reason, ever. Polco will also not share email addresses with our customers, so the Village will not have access to the list of residents' email addresses. Email addresses are kept separate from the survey responses, and are not tied to any data that we provide the Village.

By requiring residents to include their zip code and email address when they submit the survey, we make sure to hear from a single resident only once and ensure that people are not responding multiple times. Any residents that have registered with Polco will receive an email notification whenever the Village posts additional content on Polco in the future, allowing them the chance to respond/engage with the Village if they wish, and they can opt out at any time. Polco will never share residents' email addresses or reach out for any other reason outside of civic engagement!

What type of response rate can I expect?

Typically we see a response rate of 15-25% from communities. In general, response rates to surveys (similar to The National Community Survey) have lowered over time across the entire survey research industry. We continue to explore different methods for encouraging engagement!

What can we try to increase our response rates?

- More publicity – Polco is happy to provide outreach templates if needed. Share news about the survey via as many channels and outreach methods as possible.
- Change the survey to be more user-friendly – decrease respondent burden by making it shorter or less dense. Make sure the cover letter outlines how important the survey effort is.
- Add additional survey invitation contacts, such as a reminder postcard.
- Make sure you choose a convenient time of year (e.g., avoid the holidays).
- Share how the results will be used. Residents are more likely to respond if they know their responses will be valued and will make a real difference!
- Create a regular cadence of engaging with residents over time. Help residents become familiar with outreach efforts from the Village, and see that it leads to action and change.

Data Analysis and Validity

How many responses do I need for my results to be valid?

The data will be valid regardless of the number of surveys received, because we use industry standard best practices for sampling and weighting the data. However, the number of surveys received will impact the margin of error. We typically strive for a margin of error of +/-5%, and generally meet that threshold for the vast majority of surveys we conduct.

What is the confidence interval of the random sample survey?

We use the 95% confidence interval, and our goal is a margin of error of +/- 5% or less.

Our response rate was 15% – are the data even valid?

While we always strive for a higher response rate, a low response rate certainly does not mean you should disregard the data. We use rigorous methodologies to ensure that every person in your community has an equal chance of being selected to receive a survey and that those who are selected have several opportunities to complete the survey. Once we have all the responses, we also weight the data to best represent the profile of the community. Respondents receive a higher weight if they are in groups that are under-represented (for example, younger males) and a lower weight if they are in a group that is over-represented (for example, older females). Each respondent's opinion is still counted, but the sum of the opinions reflects the true population.

Again, while we may prefer a high response rate, this survey (with its rigorous methodology and weighting) is going to be a much better indicator of community opinion than only listening to those residents who choose to write or telephone the city or attend a meeting.

What does it mean for Polco to “clean” the data?

“Cleaning” data involves looking for duplicate responses and ensuring that respondents only replied once (no ballot stuffing or accidental multiple submissions), removing responses that aren’t helpful (e.g., if a respondent only replied to one question in the survey), etc. If your survey has conditions, where they should skip the next question if they answer “no” to the previous question, we’ll look for any inconsistent/incorrectly entered responses in those questions. In short, we rely on “cleaning” to make sure that the survey results are accurate and useful.

What is weighting?

Weighting is a method used to make the demographics of respondents match the demographics of the total population of your community. We select a random sample of households to receive survey invitations. After we get the results back, we compare certain variables like age, race and gender, between the sample and the entire population using Census data. Those who respond to the survey are not always representative of the total population. There are some groups that are commonly underrepresented, such as males and renters. Weighting allows us to adjust the results to bring them more in line with the population norms. For example, if our sample of survey respondents contained 40% males and the population contained 49% males, weighting can be used to adjust the data to correct for this discrepancy. This allows us to give underrepresented groups a voice and align the sample with the entire population of your community.

Using/Sharing the Results

How seriously should benchmarks be taken?

Benchmarks are very useful because they provide context for your ratings. For example, jurisdictions are often worried about their code enforcement rating and very happy about their rating for fire services. But with a comparison to the benchmark, they find that most jurisdictions have low scores for code enforcement and good scores for fire services. They may find out that they are best in the nation at code enforcement and worst at fire services.

Sometimes a jurisdiction may ask a question that only a few other jurisdictions have also asked; in this case, we may still be able to provide a benchmark comparison but only to a smaller comparison group. This still provides some context, but it is a narrower comparison. In all cases, benchmarks should be used as a part of the puzzle. In addition to the benchmark comparisons, we recommend you consider the rating relative to past years where possible, as trends over time can provide very valuable data.

What are crosstabs and how do they work?

In the world of survey research, “crosstabs” are a common way of analyzing survey results. “Crosstabs” refer to the process of cross-tabulation, which is used to analyze the relationship between different variables (in survey research, the relationship between two or more survey questions). Crosstabs make your data more actionable by helping you identify patterns, trends, and correlations within your survey results. They also help you break down your results into more manageable pieces so you can focus on specific topics and demographics. Knowing how different groups of respondents answered particular questions can empower you to make data-driven decisions based on resident needs.

At Polco, we sometimes use the word “crosstabs” interchangeably with “breakdowns” or “comparisons.”

How have other jurisdictions shared these results with their communities?

It varies by jurisdiction. Many post the report on their websites and embed or link to the results in the news section or their municipality’s blog. Some give overviews in their newsletters or as utility-bill enclosure, often pointing to a web URL to find the full report. Others will create press releases or have press conferences. A few jurisdictions have also packaged their results with “next steps,” showing the community how they are responding to the new information. We strongly encourage you to share the results, ideally in numerous ways. This will help build trust and engagement as residents see that their responses are valued.

How have other communities used their survey results?

Other jurisdictions often use their survey results to make policy decisions and assist with strategic planning and budgeting. Communities also use the results to compare the perceptions of their jurisdictions’ leadership and staff with those of their residents to see if they align. Jurisdictions that are conducting The NCS for the first time can use the results to get a baseline of where their community is at. Communities that have conducted the survey multiple times over the years can monitor their own trends over time, using trendlines to see which items have increased or decreased since the previous survey, identify which initiatives have been successful, and determine which areas may need more attention in coming years. Below are a number of ways that communities use these results:

- To measure service performance
- To assess community needs
- To make strategic plans
- To demonstrate the openness of the government
- To evaluate potential policies or community characteristics
- To continue a trend line from periodic surveying
- To respond to a council mandate

The Village of Palm Springs 2022 Community Survey

Please complete this survey if you are the adult (age 18 or older) in the household who most recently had a birthday (the year of birth does not matter). Your responses are confidential and no identifying information will be shared.

1. Please rate each of the following aspects of quality of life in Palm Springs.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Palm Springs as a place to live	1	2	3	4	5
Your neighborhood as a place to live	1	2	3	4	5
Palm Springs as a place to raise children	1	2	3	4	5
Palm Springs as a place to work.....	1	2	3	4	5
Palm Springs as a place to visit	1	2	3	4	5
Palm Springs as a place to retire	1	2	3	4	5
The overall quality of life in Palm Springs	1	2	3	4	5
Sense of community.....	1	2	3	4	5

2. Please rate each of the following characteristics as they relate to Palm Springs as a whole.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Overall economic health of Palm Springs.....	1	2	3	4	5
Overall quality of the transportation system (auto, bicycle, foot, bus) in Palm Springs.....	1	2	3	4	5
Overall design or layout of Palm Springs's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	1	2	3	4	5
Overall quality of the utility infrastructure in Palm Springs (water, sewer, storm water, electric/gas, broadband).....	1	2	3	4	5
Overall feeling of safety in Palm Springs	1	2	3	4	5
Overall quality of natural environment in Palm Springs	1	2	3	4	5
Overall quality of parks and recreation opportunities.....	1	2	3	4	5
Overall health and wellness opportunities in Palm Springs	1	2	3	4	5
Overall opportunities for education, culture, and the arts.....	1	2	3	4	5
Residents' connection and engagement with their community	1	2	3	4	5

3. Please indicate how likely or unlikely you are to do each of the following.

	<u>Very likely</u>	<u>Somewhat likely</u>	<u>Somewhat unlikely</u>	<u>Very unlikely</u>	<u>Don't know</u>
Recommend living in Palm Springs to someone who asks	1	2	3	4	5
Remain in Palm Springs for the next five years	1	2	3	4	5

4. Please rate how safe or unsafe you feel:

	<u>Very safe</u>	<u>Somewhat safe</u>	<u>Neither safe nor unsafe</u>	<u>Somewhat unsafe</u>	<u>Very unsafe</u>	<u>Don't know</u>
In your neighborhood during the day.....	1	2	3	4	5	6
In Palm Springs' commercial corridors during the day	1	2	3	4	5	6
From property crime.....	1	2	3	4	5	6
From violent crime.....	1	2	3	4	5	6
From fire, flood, or other natural disaster	1	2	3	4	5	6

5. Please rate the job you feel the Palm Springs community does at each of the following.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Making all residents feel welcome	1	2	3	4	5
Attracting people from diverse backgrounds.....	1	2	3	4	5
Valuing/respecting residents from diverse backgrounds.....	1	2	3	4	5
Taking care of vulnerable residents (elderly, disabled, homeless, etc.).....	1	2	3	4	5

6. Please rate each of the following in the Palm Springs community.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Overall quality of business and service establishments in Palm Springs	1	2	3	4	5
Variety of business and service establishments in Palm Springs	1	2	3	4	5
Vibrancy of Palm Springs' commercial corridors	1	2	3	4	5
Employment opportunities	1	2	3	4	5
Shopping opportunities	1	2	3	4	5
Cost of living in Palm Springs	1	2	3	4	5
Overall image or reputation of Palm Springs.....	1	2	3	4	5

7. Please also rate each of the following in the Palm Springs community.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Traffic flow on major streets.....	1	2	3	4	5
Ease of travel by car in Palm Springs	1	2	3	4	5
Ease of travel by public transportation in Palm Springs	1	2	3	4	5
Ease of travel by bicycle in Palm Springs	1	2	3	4	5
Ease of walking in Palm Springs.....	1	2	3	4	5
Well-planned residential growth	1	2	3	4	5
Well-planned commercial growth	1	2	3	4	5
Well-designed neighborhoods	1	2	3	4	5
Preservation of the historical or cultural character of the community	1	2	3	4	5
Public places where people want to spend time	1	2	3	4	5
Variety of housing options.....	1	2	3	4	5
Availability of affordable quality housing	1	2	3	4	5
Overall quality of new development in Palm Springs	1	2	3	4	5
Overall appearance of Palm Springs.....	1	2	3	4	5
Cleanliness of Palm Springs.....	1	2	3	4	5
Water resources (lakes, ponds, canals, etc.)	1	2	3	4	5
Air quality.....	1	2	3	4	5
Availability of paths and walking trails.....	1	2	3	4	5
Fitness opportunities (including exercise classes and paths or trails, etc.) ...	1	2	3	4	5
Recreational opportunities.....	1	2	3	4	5
Availability of affordable quality food	1	2	3	4	5
Availability of affordable quality health care.....	1	2	3	4	5
Availability of preventive health services	1	2	3	4	5
Availability of affordable quality mental health care	1	2	3	4	5
Opportunities to attend cultural/arts/music activities	1	2	3	4	5
Community support for the arts.....	1	2	3	4	5
Availability of affordable quality childcare/preschool.....	1	2	3	4	5
K-12 education.....	1	2	3	4	5
Adult educational opportunities	1	2	3	4	5
Sense of civic/community pride.....	1	2	3	4	5
Neighborliness of residents in Palm Springs	1	2	3	4	5
Opportunities to participate in social events and activities	1	2	3	4	5
Opportunities to attend special events and festivals	1	2	3	4	5
Opportunities to volunteer	1	2	3	4	5
Opportunities to participate in community matters	1	2	3	4	5
Openness and acceptance of the community toward people of diverse backgrounds.....	1	2	3	4	5

8. Please indicate whether or not you have done each of the following in the last 12 months.

	<u>No</u>	<u>Yes</u>
Contacted the Village of Palm Springs (in-person, phone, email, or web) for help or information	1	2
Contacted Palm Springs elected officials (in-person, phone, email, or web) to express your opinion.....	1	2
Attended a local public meeting (of local elected officials like Village Council or County Commissioners, advisory boards, town halls, neighborhood watch, etc.)	1	2
Volunteered your time to some group/activity in Palm Springs	1	2
Campaigned or advocated for a local issue, cause, or candidate	1	2
Voted in your most recent local election	1	2
Used bus, rail, or other public transportation instead of driving.....	1	2
Carpooled with other adults or children instead of driving alone	1	2
Walked or biked instead of driving.....	1	2

The Village of Palm Springs 2022 Community Survey

9. Please rate the quality of each of the following services in Palm Springs.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Public information services.....	1	2	3	4	5
Economic development.....	1	2	3	4	5
Traffic enforcement	1	2	3	4	5
Traffic signal timing.....	1	2	3	4	5
Street repair	1	2	3	4	5
Street cleaning.....	1	2	3	4	5
Street lighting	1	2	3	4	5
Sidewalk maintenance	1	2	3	4	5
Bus or transit services	1	2	3	4	5
Land use, planning, and zoning.....	1	2	3	4	5
Code enforcement (weeds, abandoned buildings, etc.)	1	2	3	4	5
Affordable high-speed internet access.	1	2	3	4	5
Garbage collection	1	2	3	4	5
Drinking water	1	2	3	4	5
Sewer services.....	1	2	3	4	5
Storm water management (storm drainage, dams, levees, etc.)	1	2	3	4	5
Power (electric and/or gas) utility.....	1	2	3	4	5
Utility billing	1	2	3	4	5
Police services	1	2	3	4	5
Crime prevention	1	2	3	4	5
Animal control.....	1	2	3	4	5
Ambulance or emergency medical services	1	2	3	4	5
Fire services	1	2	3	4	5
Fire prevention and education.....	1	2	3	4	5
Emergency preparedness (services that prepare the community for natural disasters or other emergency situations).....	1	2	3	4	5
Preservation of natural areas.....	1	2	3	4	5
Palm Springs open space	1	2	3	4	5
Recycling.....	1	2	3	4	5
Yard waste pick-up.....	1	2	3	4	5
Village parks.....	1	2	3	4	5
Recreation programs or classes	1	2	3	4	5
Recreation centers or facilities	1	2	3	4	5
Health services.....	1	2	3	4	5
Public library services	1	2	3	4	5
Overall customer service by Palm Springs employees (police, receptionists, planners, etc.)	1	2	3	4	5

10. Please rate the following categories of Palm Springs government performance.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
The value of services for the taxes paid to Palm Springs.....	1	2	3	4	5
The overall direction that Palm Springs is taking.....	1	2	3	4	5
The job Palm Springs government does at welcoming resident involvement	1	2	3	4	5
Overall confidence in Palm Springs government.....	1	2	3	4	5
Generally acting in the best interest of the community	1	2	3	4	5
Being honest.....	1	2	3	4	5
Being open and transparent to the public.....	1	2	3	4	5
Informing residents about issues facing the community	1	2	3	4	5
Treating all residents fairly	1	2	3	4	5
Treating residents with respect	1	2	3	4	5

11. Overall, how would you rate the quality of the services provided by each of the following?

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
The Village of Palm Springs	1	2	3	4	5
The Federal Government.....	1	2	3	4	5

12. Please rate how important, if at all, you think it is for the Palm Springs community to focus on each of the following in the coming two years.

	<u>Essential</u>	<u>Very important</u>	<u>Somewhat important</u>	<u>Not at all important</u>
Overall economic health of Palm Springs.....	1	2	3	4
Overall quality of the transportation system (auto, bicycle, foot, bus) in Palm Springs.....	1	2	3	4
Overall design or layout of Palm Springs's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.).....	1	2	3	4
Overall quality of the utility infrastructure in Palm Springs (water, sewer, storm water, electric/gas, broadband)	1	2	3	4
Overall feeling of safety in Palm Springs	1	2	3	4
Overall quality of natural environment in Palm Springs	1	2	3	4
Overall quality of parks and recreation opportunities.....	1	2	3	4
Overall health and wellness opportunities in Palm Springs	1	2	3	4
Overall opportunities for education, culture, and the arts.....	1	2	3	4
Residents' connection and engagement with their community	1	2	3	4

13. Please indicate whether you agree or disagree with the following statements.

	<u>Strongly agree</u>	<u>Agree</u>	<u>Neither agree nor disagree</u>	<u>Disagree</u>	<u>Strongly disagree</u>
There are sufficient parks and open spaces in the Village	1	2	3	4	5
Village parks provide the amenities that I desire	1	2	3	4	5
The Parks & Recreation Department provides the type of sports, programs, and activities that I want	1	2	3	4	5
The Palm Springs Library provides the books, materials, digital content, and activities that I want	1	2	3	4	5
The Palm Springs Library provides sufficient educational resources for children and parents	1	2	3	4	5
The Village quarterly (printed) newsletter and electronic news updates keep me informed of Village efforts and community events	1	2	3	4	5
The overall appearance of village aesthetics (village streets, entranceways, intersections, and landscaping) is visually appealing.....	1	2	3	4	5

14. Please indicate whether you agree or disagree with the following statements about the Palm Springs Police Department.

	<u>Strongly agree</u>	<u>Agree</u>	<u>Neither agree nor disagree</u>	<u>Disagree</u>	<u>Strongly disagree</u>
The Village Police Department meets my expectations for a community police department.....	1	2	3	4	5
Palm Springs Police Officers are friendly and accessible	1	2	3	4	5
The Palm Springs Police Department has a visible presence on a regular basis in my neighborhood.....	1	2	3	4	5
The Palm Springs Police Department is a good representation of community-based policing.....	1	2	3	4	5
The Palm Springs Police Department is responsive to my requests/needs.....	1	2	3	4	5
Palm Springs police officers care about me.....	1	2	3	4	5
I know/recognize our Village police officers	1	2	3	4	5

The Village of Palm Springs 2022 Community Survey

Our last questions are about you and your household.

Again, all of your responses to this survey are confidential and no identifying information will be shared.

D1. In general, how many times do you:

	Several times a day	Once a day	A few times a week	Every few weeks	Less often or never	Don't know
Access the internet from your home using a computer, laptop, or tablet computer	1	2	3	4	5	6
Access the internet from your cell phone.....	1	2	3	4	5	6
Visit social media sites such as Facebook, Twitter, Nextdoor, etc.	1	2	3	4	5	6
Use or check email.....	1	2	3	4	5	6
Share your opinions online.....	1	2	3	4	5	6
Shop online	1	2	3	4	5	6

D2. Please rate your overall health.

☐ Excellent ☐ Very good ☐ Good ☐ Fair ☐ Poor

D3. What impact, if any, do you think the economy will have on your family income in the next 6 months?

Do you think the impact will be:

☐ Very positive ☐ Somewhat positive ☐ Neutral ☐ Somewhat negative ☐ Very negative

D4. How many years have you lived in Palm Springs?

☐ Less than 2 years
☐ 2-5 years
☐ 6-10 years
☐ 11-20 years
☐ More than 20 years

D5. Which best describes the building you live in?

☐ One family house detached from any other houses
☐ Building with two or more homes
 (duplex, townhome, apartment, or condominium)
☐ Mobile home
☐ Other

D6. Do you rent or own your home?

☐ Rent
☐ Own

D7. About how much is your monthly housing cost for the place you live (including rent, mortgage payment, property tax, property insurance, and homeowners' association (HOA) fees)?

☐ Less than \$500 ☐ \$2,000 to \$2,499
☐ \$500 to \$999 ☐ \$2,500 to \$2,999
☐ \$1,000 to \$1,499 ☐ \$3,000 to \$3,499
☐ \$1,500 to \$1,999 ☐ \$3,500 or more

D8. Do any children 17 or under live in your household?

☐ No ☐ Yes

D9. Are you or any other members of your household aged 65 or older?

☐ No ☐ Yes

D10. How much do you anticipate your household's total income before taxes will be for the current year? (Please include in your total income money from all sources for all persons living in your household.)

☐ Less than \$25,000 ☐ \$75,000 to \$99,999
☐ \$25,000 to \$49,999 ☐ \$100,000 to \$149,999
☐ \$50,000 to \$74,999 ☐ \$150,000 or more

D11. Are you Spanish, Hispanic or Latino?

☐ No, not Spanish, Hispanic, or Latino
☐ Yes, I consider myself to be Spanish, Hispanic, or Latino

D12. What is your race? (Mark one or more races to indicate what race you consider yourself to be.)

☐ American Indian or Alaskan Native
☐ Asian, Asian Indian, or Pacific Islander
☐ Black or African American
☐ White
☐ Other

D13. In which category is your age?

☐ 18-24 years ☐ 55-64 years
☐ 25-34 years ☐ 65-74 years
☐ 35-44 years ☐ 75 years or older
☐ 45-54 years

D14. What is your gender?

☐ Female
☐ Male
☐ Identify in another way

Thank you!

Please return the completed survey in the postage-paid envelope to:
National Research Center, Inc., PO Box 549, Belle Mead, NJ 08502

Dear Palm Springs Resident,

It won't take much of your time to make a big difference!

Your household has been randomly selected to participate in Palm Springs' 2022 Community Survey. You can go online and complete the **confidential survey** at:

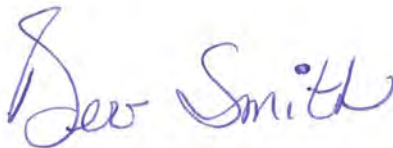
<https://polco.us/xxplaceholder>

Please do not share your survey link. This survey is for randomly selected households only. The Village will conduct a separate survey that is open to all residents just a few weeks from now. You can also wait a few days for the survey to arrive in the mail.

If you have any questions about the survey, please call (561) 584-8200.

Thank you for helping create a better Village!

Sincerely,



Bev Smith
Mayor/Alcalde

Estimado Residente de Palm Springs,

¡No le tomará mucho de su tiempo para marcar una gran diferencia!

Su hogar ha sido elegido al azar para participar en Encuesta de la Comunidad del 2022 de Palm Springs. Puede completar la **encuesta confidencial** en línea en español en:

<https://polco.us/xxplaceholder>

Por favor no comparta el enlace de su encuesta.

Esta encuesta es solamente para hogares seleccionados al azar. El pueblo conducirá una encuesta separada que está abierta a todos los residentes dentro de unas semanas. También puede esperar unos días hasta que la encuesta llegue por correo.

Si tiene alguna pregunta sobre la encuesta, por favor llame al (561) 584-8200. ¡Gracias por ayudar a crear un pueblo mejor!

Atentamente,

Dear Palm Springs Resident,

It won't take much of your time to make a big difference!

Your household has been randomly selected to participate in Palm Springs' 2022 Community Survey. You can go online and complete the **confidential survey** at:

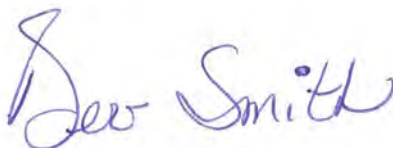
<https://polco.us/xxplaceholder>

Please do not share your survey link. This survey is for randomly selected households only. The Village will conduct a separate survey that is open to all residents just a few weeks from now. You can also wait a few days for the survey to arrive in the mail.

If you have any questions about the survey, please call (561) 584-8200.

Thank you for helping create a better Village!

Sincerely,



Bev Smith
Mayor/Alcalde

Estimado Residente de Palm Springs,

¡No le tomará mucho de su tiempo para marcar una gran diferencia!

Su hogar ha sido elegido al azar para participar en Encuesta de la Comunidad del 2022 de Palm Springs. Puede completar la **encuesta confidencial** en línea en español en:

<https://polco.us/xxplaceholder>

Por favor no comparta el enlace de su encuesta.

Esta encuesta es solamente para hogares seleccionados al azar. El pueblo conducirá una encuesta separada que está abierta a todos los residentes dentro de unas semanas. También puede esperar unos días hasta que la encuesta llegue por correo.

Si tiene alguna pregunta sobre la encuesta, por favor llame al (561) 584-8200. ¡Gracias por ayudar a crear un pueblo mejor!

Atentamente,



226 Cypress Lane
Palm Springs, FL 33461

Presorted
First Class Mail
US Postage
PAID
Boulder, CO
Permit NO. 94



226 Cypress Lane
Palm Springs, FL 33461

Presorted
First Class Mail
US Postage
PAID
Boulder, CO
Permit NO. 94



July 2022

Dear Village of Palm Springs Resident:

Please help us shape the future of Palm Springs! You have been selected at random to participate in the 2022 Palm Springs Community Survey. **If you've already completed the survey online, thank you. Please do not respond twice.**

Please take a few minutes to fill out the enclosed survey. Your participation in this survey is very important—especially since your household is one of only a small number of households being surveyed. Your feedback will help Palm Springs make decisions that affect our Village.

A few things to remember:

- **Your responses are confidential and no identifying information will be shared.**
- In order to hear from a diverse group of residents, the adult 18 years or older in your household who most recently had a birthday should complete this survey.
- **You may return the survey by mail in the enclosed postage-paid envelope, or you can complete the survey online at:**

<https://polco.us/xxplaceholder>

Please do not share your survey link.

This survey is for randomly selected households only. The Village will conduct a separate survey that is open to all residents just a few weeks from now.

If you have any questions about the survey, please call (561) 584-8200.

Thank you for your time and participation!

Sincerely,

Estimado Residente del Pueblo de Palm Springs:

¡Por favor ayúdenos a moldear el futuro de Palm Springs! Usted ha sido seleccionado al azar para participar en la Encuesta de la Comunidad de Palm Springs del 2022. **Si ya completó la encuesta en línea, gracias. Por favor no responda dos veces.**

Por favor tome unos minutos para completar la encuesta adjunta; si usted preferiría completar la encuesta en español, por favor siga las instrucciones abajo para acceder a la encuesta en español por medio de la red. Su participación en esta encuesta es muy importante—especialmente porque su hogar es uno de solamente un número pequeño de hogares que se están encuestando. Sus observaciones le ayudarán a Palm Springs tomar decisiones que afectarán a nuestro pueblo.

Algunas cosas para recordar:

- **Sus respuestas son confidenciales y no se compartirá ninguna información de identificación.**
- Para poder escuchar a un grupo diverso de residentes, el adulto de 18 años o más en su hogar que haya celebrado su cumpleaños más recientemente debe completar esta encuesta.
- **Puede devolver la encuesta *en inglés* por correo en el sobre pre-pagado adjunto, o puede completar la encuesta en línea *en español* en:**

<https://polco.us/xxplaceholder>

Por favor no comparta el enlace de su encuesta.

Esta encuesta es solamente para hogares seleccionados al azar. El pueblo conducirá una encuesta separada que está abierta a todos los residentes dentro de unas semanas.

Si tiene alguna pregunta sobre la encuesta, por favor llame al (561) 584-8200.

¡Gracias por su tiempo y participación!

Atentamente,

xx insert signature
Bev Smith
Mayor/Alcalde



Village of Palm Springs

Executive Brief

AGENDA DATE: January 12, 2023

DEPARTMENT: Administration

ITEM #12: Village Manager Annual Evaluation

SUMMARY: The Village Council will conduct the annual performance evaluation of the Village Manager, Mr. Michael Bornstein.

FISCAL IMPACT:

ATTACHMENTS:

1. Village Manager Performance Evaluation Form
2. Michael Bornstein Employment Agreement
3. Additional Information - November 23, 2022 City Manager Salary Survey
4. City Manager Salary Comparison



Village Manager Evaluation
Michael Bornstein
Period: 1/14/2022-1/14/2023

Please rate the Village Manager using the following scale:

5	Exceptional	Performance is consistently superior and significantly exceeds expectations.
4	Highly Effective	Performance frequently exceeds expectations.
3	Proficient	Performance consistently meets expectations.
2	Inconsistent	Performance meets some, but not all expectations.
1	Unsatisfactory	Performance consistently fails to meet minimum expectations; employee lacks skills required or fails to utilize necessary skills.
N/A	Not Applicable	Employee has not been in position long enough to have demonstrated the essential elements of the position and will be reviewed at a later agreed upon date.

INSTRUCTIONS

This evaluation form includes two parts: A quantitative score sheet, covering multiple categories of performance criteria; and a narrative comments section. A summary of the score sheet results and all narrative comments will be distributed to all Council Members and will be used as a basis for discussion of the Village Manager's performance. The last two pages of the form are a narrative comments that are an opportunity to respond to specific questions, and to provide any other comments you believe appropriate and pertinent to the Village Manager's evaluation.

Bring this form to the January 12th Council meeting as a reference for the Manager's Evaluation agenda item. Please leave all pages of this evaluation form attached. Initial each page, including any printed sheets you attached.

PERFORMANCE CATEGORY SCORING

1. INDIVIDUAL CHARACTERISTICS

- _____ Diligent and thorough in the discharge of duties, "self-starter"
- _____ Exercises good judgment
- _____ Displays enthusiasm, cooperation, and will to adapt
- _____ Mental and physical stamina appropriate for the position
- _____ Exhibits composure, appearance and attitude appropriate for executive position

2. PROFESSIONAL SKILLS AND STATUS

- _____ Maintains knowledge of current developments affecting the practice of local government management
- _____ Demonstrates a capacity for innovation and creativity
- _____ Anticipates and analyzes problems to develop effective approaches for solving them
- _____ Willing to try new ideas proposed by governing body members and/or staff
- _____ Sets a professional example by handling affairs of the public office in a fair and impartial manner

3. RELATIONS WITH ELECTED MEMBERS OF THE GOVERNING BODY

- _____ Carries out directives of the body as a whole as opposed to those of any one member or minority group
- _____ Sets meeting agendas that reflect the guidance of the governing body and avoids unnecessary involvement in administrative actions
- _____ Disseminates complete and accurate information equally to all members in a timely manner
- _____ Assists by facilitating decision making without usurping authority
- _____ Responds well to requests, advice, and constructive criticism

4. POLICY EXECUTION

- _____ Implements governing body actions in accordance with the intent of council
- _____ Supports the actions of the governing body after a decision has been reached, both inside and outside the organization
- _____ Understands, supports, and enforces local government's laws, policies, and ordinances

- _____Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness
- _____Offers workable alternatives to the governing body for changes in law or policy when an existing policy or ordinance is no longer practical

5. REPORTING

- _____Provides regular information and reports to the governing body concerning matters of importance to the local government, using the city charter as guide
- _____Responds in a timely manner to requests from the governing body for special reports
- _____Takes the initiative to provide information, advice, and recommendations to the governing body on matters that are non-routine and not administrative in nature
- _____Reports produced by the manager are accurate, comprehensive, concise and written to their intended audience
- _____Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny

6. CITIZEN RELATIONS

- _____Responsive to requests from citizens
- _____Demonstrates a dedication to service to the community and its citizens
- _____Maintains a nonpartisan approach in dealing with the news media
- _____Meets with and listens to members of the community to discuss their concerns and strives to understand their interests
- _____Gives an appropriate effort to maintain citizen satisfaction with city services

7. STAFFING

- _____Recruits and retains competent personnel for staff positions
- _____Applies an appropriate level of supervision to improve any areas of substandard performance
- _____Stays accurately informed and appropriately concerned about employee relations
- _____Professionally manages the compensation and benefits plan
- _____Promotes training and development opportunities for employees at all levels of the organization

8. SUPERVISION

- _____ Encourages heads of departments to make decisions within their jurisdictions with minimal city manager involvement, yet maintains general control of operations by providing the right amount of communication to the staff
- _____ Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls for their programs while still monitoring operations at the department level
- _____ Develops and maintains a friendly and informal relationship with the staff and work force in general
- _____ Sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing their progress, and providing appropriate feedback
- _____ Encourages teamwork, innovation, and effective problem-solving among the staff members

9. FISCAL MANAGEMENT

- _____ Prepares a balanced budget to provide services at a level directed by council
- _____ Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively
- _____ Prepares a budget and budgetary recommendations in an intelligent and accessible format
- _____ Ensures actions and decisions reflect an appropriate level of responsibility for financial planning and accountability
- _____ Appropriately monitors and manages fiscal activities of the organization

10. COMMUNITY

- _____ Shares responsibility for addressing the difficult issues facing the city
- _____ Avoids unnecessary controversy
- _____ Cooperates with neighboring communities and the county
- _____ Helps the council address future needs and develop adequate plans to address long term trends
- _____ Cooperates with other regional, state and federal government agencies

NARRATIVE EVALUATION

A). What would you identify as the manager's strength(s), expressed in terms of the principle results achieved during the rating period?

B). What performance area(s) would you identify as most critical for improvement?

C). What constructive suggestions or assistance can you offer the manager to enhance performance?

D). What other comments do you have for the manager; e.g., priorities, expectations, goals or objectives for the new rating period?

Village of Palm Springs Village Manager Agreement

THIS VILLAGE MANAGER AGREEMENT between MICHAEL BORNSTEIN ("MANAGER" or "EMPLOYEE") and the VILLAGE OF PALM SPRINGS, a Florida municipal corporation ("EMPLOYER" or "VILLAGE") is made this 13th day of Jan, 2022.

WHEREAS, the parties have decided to enter into this Village Manager Agreement ("Agreement");

WHEREAS, the MANAGER has been serving as Interim Village Manager since October 4, 2021;
and

WHEREAS, the Village Council, on behalf of the Village, desires to employ Manager, as the Village Manager of the Village, pursuant to the terms, conditions and provisions of this Agreement; and

WHEREAS, the Manager has agreed to commence employment as the Village Manager, subject to the terms, conditions and provisions of this Agreement.

NOW, THEREFORE, the Village and the Manager, for and in consideration of the terms, conditions and provisions hereinafter established, the sufficiency of which is hereby acknowledged, have agreed as follows:

I. EMPLOYMENT OF MANAGER

Subject to the terms and conditions set forth in this Agreement, EMPLOYER hereby agrees to employ MANAGER as its full-time, exempt Village Manager and MANAGER hereby agrees to commence such employment.

II. DUTIES AND RESPONSIBILITIES

The MANAGER shall be responsible to the EMPLOYER and shall perform the functions and duties of the Village Manager as provided in the Charter, the Code of Ordinances, Policies and Procedures of EMPLOYER, and as provided by Florida Law, the Palm Beach County Code of Ethics and as mutually agreed to by the MANAGER and EMPLOYER from time to time. The MANAGER shall devote whatever time is necessary to perform the duties of the position. The MANAGER shall remain in the exclusive employment of EMPLOYER until termination or expiration of this Agreement.

The MANAGER shall be responsible only to the Village Council and shall satisfactorily perform the duties of Village Manager as determined by the Village Council. The MANAGER shall have the authority and responsibility to direct and supervise the operation of the EMPLOYER and to appoint, employ, recognize, and terminate the employment or services of such individuals as may be necessary for the proper and efficient operation of the EMPLOYER in accordance with applicable laws, policies, practices and rules.

III. EXCLUSIVE EMPLOYMENT

MANAGER shall not be employed by any other employer during the Term or any extension or modification of the Term of this Agreement.

During employment by EMPLOYER, MANAGER is prohibited from accepting compensation, remuneration, gifts or other tangible or intangible items of value from outside organizations, entities, or persons unless such acceptance is permitted by applicable ethical laws and approved by EMPLOYER.

The term "employed" as used in this section, shall not be construed to exclude occasional teaching, writing or consulting performed on the MANAGER'S time off not in excess of an average of ten (10) hours per

week in a non-conflicting capacity, in accordance with the provisions of Florida Statutes or the Palm Beach County Code of Ethics. The MANAGER shall devote his full time to act as the Village Manager and to carry out to the best of his abilities all the duties imposed upon him by the Charter and the Ordinances of the Village and such other duties as the EMPLOYER may assign from time to time. During the term of this Agreement and any extensions thereof, the MANAGER shall not hold office in any political party or political organization.

IV. TERMS OF EMPLOYMENT

- A. The Term of this Agreement and MANAGER'S employment as the Village Manager shall commence on January 14, 2022, and shall remain in effect until January 14, 2025 unless earlier terminated as provided in Section VI. The Term of this Agreement may be modified or extended only by written mutual consent of the parties.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the EMPLOYER to terminate the service of MANAGER at any time, subject only to the provisions set forth in Section VI herein below.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the MANAGER to resign at any time, subject only to the provisions set forth in Section VI herein below.

V. COMPENSATION

- A. Base Salary. EMPLOYER agrees to pay MANAGER for services rendered at the base annual salary of \$193,000.00. The Base Salary shall be paid in installments at the same time as other employees of the EMPLOYER are paid.

- B. Benefits.

- 1. Personal Leave Time: MANAGER shall earn Personal Leave Time in the amount of 2.5 days per month. MANAGER shall earn Personal Leave Time accrued in equal installments on a weekly or bi-weekly basis to correspond to the EMPLOYER's regular payroll cycle. The MANAGER shall be permitted to use Personal Leave Time in the same manner and under the same provisions as other Village employees as set forth in the EMPLOYER'S policies, as amended from time to time. Personal Leave Time shall be immediately available for use upon accrual of same. Additionally, MANAGER is entitled to participate in EMPLOYER'S Personal Leave Incentive Payment Program, to the extent such a program exists, as outlined in EMPLOYER'S employment regulations/policies. MANAGER'S participation in the Personal Leave Incentive Payment Program shall have the same maximum annual payout as other Village employees, but MANAGER shall not have a minimum personal leave day usage in order to participate in the Personal Leave Incentive Payment Program.

All accrued and unused Paid Leave Time (up to a maximum of 400 hours) shall be paid at 100% upon separation of employment, regardless of the reason for separation.

- 2. Administrative Leave Days: MANAGER shall be provided ten (10) days of Administrative Leave Days at the beginning of each contract year for use in any manner he deems appropriate. Such leave shall accrue in full immediately upon beginning employment. Further, Administrative Leave Days accrued, but not used by the end of each contract year shall be forfeited. However, unused Administrative Leave Days shall be paid upon separation from employment, regardless of the reason for separation. "
 - 3. Insurance: The MANAGER, his spouse and dependents, if any, shall be entitled to and enjoy inclusion in the EMPLOYER'S Health Insurance Program and other insurance benefit programs that may be offered in the same manner and under the same provisions and benefits

as other Village employees, as the same exists or may be amended from time to time by the EMPLOYER.

4. Retirement/Deferred Compensation: The MANAGER shall be eligible to participate in the system currently available to, and under the same terms as, other Village employees or any successor plans. The MANAGER shall be subject to the same contribution and vesting schedule as all other participants in the same or similar job categories.
5. Car Allowance: In lieu of an official vehicle, EMPLOYER shall provide MANAGER with a monthly car allowance of five Hundred Fifty and No/100 Dollars (\$550.00) in full payment of any expenses arising from this employment, provided the MANAGER maintains personal car insurance coverage for property damage and bodily injury consistent with the EMPLOYER'S current automobile policy limits. Pursuant to §112.061, Florida Statutes, such allowance may be changed by the EMPLOYER on the basis of a signed statement of the MANAGER, filed before the allowance is changed, and at least annually thereafter. The statement shall show the places and distances for an average typical month's travel on official business, and the amount that would be allowed under the approved rate per mile for the travel shown in the statement, if payment had been made pursuant to the mileage reimbursement provisions of §112.061, Florida Statutes. MANAGER shall be responsible for any tax consequences relating to such car allowance.
6. Cellular Telephone: EMPLOYER shall provide MANAGER with a cellular telephone and service to be used EMPLOYER-related business. MANAGER shall be responsible for any tax consequences relating to the provision of such a device and associated service.
7. Dues, Subscriptions, and Training: EMPLOYER shall pay reasonable and appropriate professional dues, subscriptions, and training on behalf of the MANAGER for the purpose of allowing him participation in direct job-related associations, subject to budget constraints and the prior approval of the Village Council.
8. Per Diem and Subsistence Allowance. MANAGER shall be reimbursed for work-related travel outside Palm Beach County based on the categories and at the standard rates provided in §112.061, Florida Statutes, which reimbursement shall not be considered part of the MANAGER'S Compensation. However, no reimbursement for mileage or other vehicle expenses related to the maintenance or operation of MANAGER'S private vehicle will be provided except as specified in Section V, B, 5, of this Agreement. As an exempt employee, no additional compensation will be paid for time spent traveling on EMPLOYER business other than MANAGER'S Base Salary then in effect. Said reimbursement shall be subject to Village Council approval.
9. Remote Work: MANAGER shall be permitted to work remotely as appropriate and needed subject to the approval of the Village Council.
10. Additional Benefits: Said further and additional benefits which are provided to other Village employees now or in the future shall be provided to the MANAGER.

VI. PERFORMANCE EVALUATION: Annually, the EMPLOYER and MANAGER will work together to mutually agree upon such goals and performance objectives, generally as a result of the budget process, which they determine to be essential for the proper operation of the Village and progress towards attaining EMPLOYER'S policy directives and shall further establish a relative priority among those various goals and objectives. All agreed-upon goals and objectives shall be realistic and have resources reasonably committed to be effectively implemented. Progress towards such goals and objectives may be evaluated annually or as otherwise agreed to by both parties.

VII. TERMINATION AND SEVERANCE PAY

A. Without Cause.

1. EMPLOYER may terminate MANAGER without cause at any time during the Term of the Agreement, or any extension of the term authorized by written amendment, in accordance with the provisions of Village Charter Section 4.02, as amended from time to time. In its sole discretion, EMPLOYER may suspend MANAGER for a period not to exceed 45 days during the period between the time a preliminary resolution is passed and any final resolution being passed. EMPLOYER shall determine at the time of suspension whether such suspension shall be with or without pay.
2. The EMPLOYER'S termination of MANAGER without cause shall be in accordance with the provisions of the Village Charter and the determination of the Village's Council shall be final and non-appealable.
3. Pursuant to Section V, B, 1 of this Agreement, EMPLOYER shall pay any accrued and unused Paid Leave Time, if any, within 15 days of the separation date.
4. Severance Pay.
 - a. In the event MANAGER is terminated by EMPLOYER Without Cause, he shall receive Severance Pay equal to the gross amount of 20 weeks Base Salary in effect at the time of termination, and Severance Pay shall include the value of the following Benefits or perquisites as permitted by §215.425, F.S. (hereafter referred to as "Severance Pay"). The Benefits included in Severance Pay are calculated at the value of 20 weeks of such Benefits as follows:
 - i. Premium amounts paid by the EMPLOYER for the health insurance programs provided pursuant to Section V, B, 3.
 - b. Severance Pay shall be made within 15 calendar days after receipt of an executed Full and General Release in the form attached hereto as Exhibit "A", including all employment-related claims, by MANAGER in favor of EMPLOYER in a lump sum cash payment, less applicable withholdings and other required deductions.
 - c. MANAGER'S failure to deliver a Full and General Release, including all employment related claims, to EMPLOYER within 30 calendar days of the effective date of the termination Without Cause shall forfeit any entitlement to Severance Pay under this Agreement.

B. With Cause.

1. EMPLOYER may terminate MANAGER With Cause as provided herein.
2. "With Cause" is defined as termination based upon a determination by the Council that any of the following actions were committed by the MANAGER:
 - a. fraud;
 - b. embezzlement;
 - c. conviction of a felony relating to official duties;
 - d. violation of Florida's or Palm Beach County's Code of Ethics by the MANAGER;
 - e. violation of EMPLOYER'S Code of Ethics and Conflict of Interest or Outside Employment policies;
 - f. breach of this Agreement;
 - g. violation of the EMPLOYER'S Policy Against Harassment or Discrimination;
 - h. violation of EMPLOYER'S Drug-Free Workplace Policy; or
 - i. misconduct, as defined in Fla. Stat. 443.036(29), as amended from time to time.
3. EMPLOYER may terminate MANAGER With Cause at any time during the Term of the Agreement, or any extension of the Term authorized by written amendment, in accordance with the provisions of Village Charter Section 4.02, as amended from time to time. In its sole

discretion, EMPLOYER may suspend MANAGER for a period not to exceed 45 days during the period between the time a preliminary resolution is passed and any final resolution being passed. EMPLOYER shall determine at the time of suspension whether such suspension shall be with or without pay.

4. The EMPLOYER'S termination of MANAGER With Cause shall be in accordance with the provisions of the Village Charter and the determination of the Village's Council shall be final and non-appealable.
5. MANAGER is not entitled to or eligible for Severance Pay, and EMPLOYER shall not make payment for Severance Pay, due to termination With Cause. However, pursuant to Section V, B, 1, Employer shall pay any accrued and unused Paid Leave Time, if any, within 15 days of the separation date.

C. Resignation.

1. MANAGER may voluntarily resign his employment with EMPLOYER by providing EMPLOYER at least thirty (30) days written notice in advance. During the 30-day period, EMPLOYER may require MANAGER to cease or limit the work performed on EMPLOYER matters, during which time MANAGER is entitled to such regular Compensation and Benefits as is due under this Agreement until the effective date of the resignation as provided in the notice.
2. MANAGER is not entitled to or eligible for Severance Pay, and EMPLOYER shall not make payment for Severance Pay, due to resignation from employment.
3. Pursuant to Section V, B, 1, EMPLOYER shall pay any accrued and unused Paid Leave Time, if any, within 15 days of the separation date.

D. Expiration of Term.

1. MANAGER'S employment shall automatically terminate at the expiration of the Agreement's Term, or any subsequent Term where extended by a written amendment.
2. MANAGER is not entitled to or eligible for Severance Pay, and EMPLOYER shall not make payment for Severance Pay, due to the expiration of the Term, or any subsequent Term where extended by a written agreement.
3. Pursuant to Section V, B, 1, EMPLOYER shall pay any accrued and unused Paid Leave Time, if any, within 15 days of the separation date.

E. Death.

1. This Agreement, the Term and any subsequent Term where extended by written agreement, and MANAGER'S employment shall terminate automatically upon the MANAGER'S death.
2. MANAGER is not entitled to or eligible for Severance Pay, and EMPLOYER shall not make payment for Severance Pay, as a result of death.
3. Pursuant to Section V, B, 1, EMPLOYER shall pay MANAGER'S designated beneficiary any accrued and unused Paid Leave Time, if any, due MANAGER (excluding Severance Pay) through the date of death pursuant to this Agreement. Said payment to be made within fifteen (15) days of the MANAGER'S Death. "Designated beneficiary" shall be the person(s) designated by the MANAGER in the Village's Life Insurance Program, will, trust, or similar document.

F. Disability

1. If the MANAGER becomes permanently disabled and is unable to perform his duties or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four consecutive weeks whether paid or unpaid after exhaustion of any accrued and unused Paid Leave Time, if any, or holiday time, EMPLOYER shall have the option to terminate this Agreement.
2. Pursuant to Section V, B, 1, Employer shall pay any accrued and unused Paid Leave Time, if any, within 15 days of the separation date.
3. MANAGER is not entitled to or eligible for Severance Pay, and EMPLOYER shall not make payment for, Severance Pay, as a result of Disability.

VII. General Provisions:

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon EMPLOYER and MANAGER and the successors, assigns and heirs of each respectively.
- C. This Agreement may not be modified or changed in any way whatsoever except by mutual written consent of both parties.
- D. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by the party.
- E. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- F. Indemnification. EMPLOYER shall provide an attorney to defend the MANAGER against any civil action for any injury or damage suffered as a result of any act, event, or omission that arises out of the MANAGER'S employment, unless the MANAGER acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. When providing such defense, EMPLOYER may compromise and settle any such claim or suit and pay the amount of such settlement in its sole discretion. EMPLOYER shall not be liable for the acts or omissions of the MANAGER committed while acting outside the course and scope of his employment or committed in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety or property. In such instances where EMPLOYER has provided a defense, yet the MANAGER was found to be personally liable for such injury or damages, the MANAGER shall reimburse EMPLOYER for any legal fees, costs, and expenses EMPLOYER has incurred or otherwise paid on his/her behalf in connection with the alleged conduct. Such payment shall become due and payable within thirty (30) days of the final judgment.
 - a. Where the MANAGER has separated employment prior to the EMPLOYER or MANAGER receiving notice of the civil action, EMPLOYER shall provide an attorney to defend the MANAGER against as a result of any act, event, or omission that arises out of the MANAGER'S course and scope of employment, unless MANAGER acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.
 - b. EMPLOYER shall provide an attorney to defend the MANAGER against complaints or charges brought before the State or local Commission on Ethics if it determines that the act, event, or omission arises out of the MANAGER'S course and scope of employment, and that providing such defense serves a public purpose. Such defense

shall be provided regardless of whether the EMPLOYER or MANAGER receives notice of the charge prior to or after the MANAGER'S separation from employment. However, the VILLAGE's obligation to pay for any such defense expires for any such complaints or charges filed more than five (5) year after the MANAGER's separation date. If MANAGER is determined to have personally and directly violated the applicable Code of Ethics, he shall, within thirty (30) days of said determination, pay the VILLAGE all monies paid by the VILLAGE in defending MANAGER, including, but not limited to, all attorneys' fees incurred.

- G. EMPLOYER shall bear the full cost of any fidelity or other bonds required of the MANAGER under any policy, regulation, law or ordinance.
- H. Failure of the EMPLOYER to enforce or exercise any right(s) under this Agreement shall not be deemed a waiver of EMPLOYER'S right to enforce or exercise said right(s) at any time thereafter.
- I. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- J. Post-Termination Name Clearing Meeting: MANAGER may avail himself of the Village's Post Termination Name-Clearing process in accordance with Village policy in effect at the time of termination, if any. However, in light of the organizational structure, MANAGER must submit any request for such meeting in writing to the City Attorney within 10 business days of the date of termination and such meeting will be scheduled to occur at a regular Council Meeting with the Council presiding at such meeting or, in lieu of attending a meeting, MANAGER or the Village may choose for Manager to submit a written statement to be included in the MANAGER'S personnel file. The meeting is not an appeal of the termination decision and the Council shall not consider reinstatement at the Post-Termination Name Clearing Meeting, if such a meeting is held. The process is designed to allow the employee to present information in the public record regarding the information forming the basis of the termination.
- K. All notices required to be given under the terms of this Agreement or which any of the parties desires to give hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, addressed as follows:

TO: Village of Palm Springs 226 Cypress Lane Palm Springs, FL 33461 ATTN: Mayor and Village Attorney	TO: Michael Bornstein Address on File at the Village Clerk's office
---	---

Any party may designate a change of address at any time by giving written notice thereof to the other parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day set forth above.

VILLAGE MANAGER


MICHAEL BORNSTEIN

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 13th day of January, 2022 by Mike Bernstein, who is personally known to me, or has produced _____ as identification and did/did not take an oath.

Jane R. Worth
Notary Public
Signature and Seal

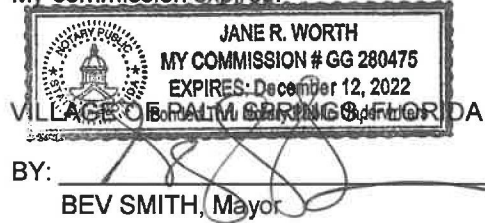
ATTEST

BY: Kimberly M. Wynn
KIMBERLY M. WYNN, Village Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: Glen J. Torcivia
fr GLEN J. TORCIVIA, Village Attorney

My commission expires:



FLORIDA 2021/2022 MANAGER SALARY SURVEY
AS SUPPLEMENTED BY LOCAL RESEARCH

City Name	Date of Last Update	Population	# of Full-Time Employees	# of Part-Time Employees	Approx. General Fund Budget	Approx. Total Budget	Name of City Manager / Administrator	Date of Hire	Years of Service as a mgr	Annual Salary	Date of Last Increase	Amount of Exp Allowance	Car Allowance per month	Annual Leave Days	Sick Leave	Personal Days	Paid Holidays	Pension
Boynton Beach	10/1/22	81,011	816	42	\$102,500,000	\$249,689,416	Dan Dugger		1	\$249,288.00	01/01/22	N/A	Use of City Vehicle (not allowance) for business and unlimited personal use in the State of Florida	176 hours per year	96 hours per year	N/A	11 holidays	Participates in General Employees' Pension Plan (7% employee required contribution; vested after 5 years) City also contributes \$13,200 annually into ICMA
Delray Beach	10/5/2021	66,580	835	83	\$152,384,084	\$251,265,215	Terrence Moore	8/21/2021		\$230,000.00	N/A	Cell phone provided by City, work related expenses, dues, subscriptions, and professional development	\$600.00	Sames as employees	Same as employees	N/A	Sames as employees	14% of salary invested in 401a or 457
Greenacres	10/1/2021	40,013	134	37	\$33,291,004	\$49,494,753	Andrea McCue	1/4/2016	5	\$215,000.00	09/30/21	\$100 for cell phone or city issued cell phone	\$400.00	4 weeks	Same as Dept. Directors	N/A	Same as City Employees	10% base salary into deferred compensation plan
Jupiter	10/5/2021	65,000	353	3	\$56,678,721	\$135,348,451	Matt Benoit	2/7/2018	Unknown	\$238,497.43	02/07/21	Unknown	\$650	20	12	1	11	FRS
Lake Worth Beach	10/28/2021	38,000	400		\$165,000,000		Carmen Davis	12/6/2021	New	\$200,000.00	N/A	Cell phone provided, dues, professional development	\$500.00	25	Same as Employees and 5 days to start	N/A	Same as Employees	10% 401A
Lantana	11/1/2022	12,000	67		\$16,418,736	\$35,487,472	Brian Raducci	9/9/2021	New	\$191,100.00	11/01/22	Cell phone provided, dues, professional development	Provided by the City	960 hours	320 hours	0	10	7% of salary plus up to 2% match
North Palm Beach	10/5/2021	13,000 - 20,000 (Seasonal)	146	82	\$26,628,407	\$33,242,588	Last Manager - Andrew Lukasik (Vicepres)	3/27/2017	21 - total of 3 at NPB	\$192,345.13	03/27/21	\$75 cell phone allowance	\$575.00	15	12	0	11	15.00%
Palm Beach	10/5/2021	10,000	340	12	\$80,915,573	\$277,560,337	Kirk Blouin	2/13/2018	3	\$252,463.39	10/01/21	Professional development	Either City provided vehicle or \$500/month	Same as other Town employees	Same as other Town employees	7	12	DROP

FLORIDA 2021/2022 MANAGER SALARY SURVEY
AS SUPPLEMENTED BY LOCAL RESEARCH

City Name	Date of Last Update	Population	# of Full-Time Employees	# of Part-Time Employees	Approx. General Fund Budget	Approx. Total Budget	Name of City Manager / Administrator	Date of Hire	Years of Service as a mgr	Annual Salary	Date of Last Increase	Amount of Exp Allowance	Car Allowance per month	Annual Leave Days	Sick Leave	Personal Days	Paid Holidays	Pension
Palm Springs	1/13/2022	24,051	162	45	\$23,950,547	\$52,003,808	Michael Bornstein	1/13/2022	8	\$193,000.00	01/13/22	Cell phone provided by the Village, dues, subscriptions, professional development	\$550.00	30	N/A	5 days per contract period	14	25.41%
Riviera Beach	10/5/2022	38,000	530		\$85,166,896	\$145,400,331	Jonathan Evans	7/12/2019	2	\$220,000.00	N/A	Cell phone provided by City, work related expenses, dues, subscriptions, and professional development	\$500.00	25	12	0	Same as City Employees	
Royal Palm Beach	10/5/2021	39,801	115	35	\$2,331,057	\$7,210,626	Raymond C. Liggins	6/17/2010	11	\$213,930.50	09/16/21	Cell phone provided by City, work related expenses, dues, subscriptions, and professional development	Vehicle provided by City	33	None	None	12 full days and 1 half day	Senior management rate to FRS (3%)
Tequesta	10/5/2021	6,000	93	5	\$14,132,740	\$16,005,010	Jeremy Allen	5/9/2019	2	\$185,400.00	10/01/21	Cell phone provided by the Village, dues, subscriptions, professional development	\$400.00	5 weeks as of 7/1/21	3.6923 earned bi-weekly	6	Same as other Village employees	5.00%
Wellington	10/1/2021	65,000	298	74	\$44,667,817	\$133,940,000	Jim Barnes	12/8/2020	0.5	\$222,352.00	N/A	Reasonable and appropriate professional dues, reasonable and customary travel, job affiliated expenses to annual budget approval	\$800.00	Maximum rate of accrual for Village employees	Maximum rate of accrual for Village employees	Maximum rate of accrual for Village employees		Same as other senior management participants of the FRS, maximum to 457
Highland Beach	10/28/2021	4,000-8,000 (Seasonal)			\$14,344,999	\$24,804,408	Marshall Labadie	9/4/2018	5	\$192,912.59	9/7/2021	Cell phone provided, dues and Professional Development	\$300.00	15	12	N/A	Same as Employees	16% of salary to 401A
Ocean Ridge	10/28/2021	2,000	25	3	\$1,209,351	\$10,087,221	Last Manager - Tracey Stevens (Vacant)	9/9/2019	2	\$125,000.00	N/A	Cell phone provided, dues and Professional Development	Access to Town's fuel pump	17	Same as Employees	N/A	Same as Employees	FRS Senior Management

FLORIDA 2021/2022 MANAGER SALARY SURVEY
AS SUPPLEMENTED BY LOCAL RESEARCH

City Name	Date of Last Update	Population	# of Full-Time Employees	# of Part-Time Employees	Approx. General Fund Budget	Approx. Total Budget	Name of City Manager / Administrator	Date of Hire	Years of Service as a mgr	Annual Salary	Date of Last Increase	Amount of Exp Allowance	Car Allowance per month	Annual Leave Days	Sick Leave	Personal Days	Paid Holidays	Pension
South Palm Beach	10/28/2021	3,000	3	1	\$2,464,000	\$3,742,340	Robert Kellogg	2/15/2019	2 1/2	\$105,000.00	10/1/2021	Dues and Professional Development	Reimbursed for Town Related Travel	25	Same as Employees	N/A	Same as Employees	ICMA at Senior Management Class
Jupiter Inlet Colony	11/28/2022	403					Kevin Lucas			\$80,038.40								
South Bay	11/28/2022	4,924					Leondrae Camel			\$125,000.00								
Haverhill	11/28/2022	2,104	4	0	\$1,317,932	\$1,317,932	Tracey Stevens			\$131,400.00								
Lake Park	11/28/2022	8,916					John D'Agostino			\$140,000.00								
Lake Clarke Shores	11/28/2022	3,562	25	3	\$787,157	\$4,932,243	Daniel Clarke			\$150,139.17								
Manalapan	11/28/2022	425					Linda Stumpf			\$140,027.00								
Palm Beach Shores	11/28/2022	1,200	11	9	\$7,589,000	\$7,589,000	Wendy Wells	Approx 2020	1 1/2 years	Part Time - \$84.79/hr - 24 hr/wk (\$105,817.92)			0	0	0	0	0	FRS
Briny Breezes	11/28/2022	500	0	1	\$1,400,000	\$2,200,000	Bill Thrasher	Jan-20		Part Time - Approx. \$25/hr 3 days/wk = \$37,500 and works remotely May-October			0	3 weeks/yr	0	0	0	0

SALARY STUDY COMPARISON FOR CITY MANAGERS

Organization	County	Your Title	Minimum	Midpoint	Maximum	Total EE in Dept.	Total Budget	Actual Salary	Other Cash Remuneration	Reports to	Comments
City Of Sunrise	Broward County	City Manager	\$220,871	\$258,959	\$297,047	12	\$2,885,810.00	\$263,380		City Commission	Charter Officer
City Of Miami Beach	Miami-Dade County	City Manager	\$178,075	\$251,247	\$324,419	1	\$1	\$320,000	\$12,615.98	Mayor/Commission	Life Imput, Car, Cellphone,
City Of Boca Raton	Palm Beach County	City Manager	\$178,251	\$250,976	\$323,700	102		\$303,479		City Council	
City Of Tamarac	Broward County	City Manager	\$225,000	\$225,000	\$225,000	11	\$2,404,940	\$225,000	\$600.00	Mayor/Commission	Car allowance - monthly
City Of Clearwater	Pinellas County	City Manager	\$159,965	\$207,954	\$255,944	7.5	\$1,485,330	\$230,000	\$600.00 Car Allowance/Month	Council	Appointed
City Of Dania Beach	Broward County	City Manager	\$146,293	\$197,495	\$248,698	3	\$103,164,651	\$231,701	Auto Allowance (\$600/mo), Cell Phone Stipend (\$125/mo), Expense Allowance (\$500/mo)	Commission	
Village Of Wellington	Palm Beach County	Village Manager	\$159,994	\$192,494	\$224,994	4		\$222,352		Village Council	Contract
City Of Largo	Pinellas County	City Manager	\$187,283	\$187,283	\$187,283	33	\$3,916,400	\$187,283	Auto Allowance, City Manager Montly Cash Allowance		
City Of Lakeland	Polk County	City Manager	\$128,781	\$183,970	\$239,158	7	\$763,380,405	\$203,840	Varies	City Commission	
Islamorada, Village Of Islands	Monroe County	Village Manager	\$135,976	\$173,370	\$210,763	5		\$175,000	10% 457 & \$2K In Housing /month	Council	VACANT
City Of Delray Beach	Palm Beach County	City Manager	\$127,099	\$165,229	\$203,359	7		\$230,006		City Commission	
City Of Lake Worth Beach	Palm Beach County	City Manager	\$129,355	\$158,454	\$187,554	1		\$200,000	\$230.77		Bi-weekly car & phone allowance
Town Of Juno Beach	Palm Beach County	Town Manager	\$107,419	\$148,439	\$189,459	35		\$189,585	\$600.00	Town Council	Vehicle & Cell phone
City Of Fellsmere	Indian River County	City Manager	\$100,000	\$125,000	\$150,000	1	\$181,796	\$115,358		City Council	
City Of Cocoa Beach	Brevard County	City Manager	\$97,287	\$97,287	\$97,287	4		\$150,000			
City Of Boynton Beach	Palm Beach County	City Manager	Contractual		Contractual			\$249,288	City Vehicle. Deferred comp contribution of 8% of base pay and the City pays for dependent insurance coverage (medical, dental and vision)	City Commission	n/a
City Of Cape Coral	Lee County	City Manager				36	\$20,117,329	\$243,675	\$9,000.00	Council	
City Of Casselberry	Seminole County	City Manager				6	\$703,479	\$173,622		Commissioners	
City Of Coconut Creek	Broward County	City Manager				8.5	\$2,178,720	\$289,578		City Commission	
City Of Coral Springs	Broward County	City Manager				34.5	\$6,924,031	\$279,723	Car Allowance and Cell Phone or Communication Allowance	City Commission	Contract
City Of Deerfield Beach	Broward County	City Manager	Contracted		Contracted	3	\$636,558	\$200,000		City Commission	
City Of Dunedin	Pinellas County	City Manager	contract		contract	4.85				Commission	

SALARY STUDY COMPARISON FOR CITY MANAGERS

City Of Greenacres	Palm Beach County	City Manager				3		\$215,000	Cell phone/Unrestricted use of vehicle. City provides gasoline for any travel within the State of FL	Council	Contract - Cell phone/Unrestricted use of vehicle. City provides gasoline for any travel within the State of FL
City Of Hollywood	Broward County	City Manager				7	\$591,542,884.00	\$285,418	\$78,807.00	City Commission	Car allowance (\$500/month); 16.3% of base salary to 401k; Max 457 contribution; city issued phone
City Of Lauderdale Lakes	Broward County	City Manager				8	\$854,224	\$179,070	City Commission		
City Of Lauderhill	Broward County	City Manager								City Commission	Salary Per Contract
City Of Margate	Broward County	City Manager	per contract		per contract	9	\$1,593,185	\$233,466	\$27,500.00	City Commission	take home vehicle
City Of Miami	Miami-Dade County	City Manager					\$5,802,000	\$310,000	Cell Allowance = \$200 /month	Mayor and City Commissioners	
City Of Naples	Collier County	City Manager						\$206,000			
City Of North Port	Sarasota County	City Manager				8	\$1,097,670	\$185,000	\$6,000.00	City Commission	No pay range defined
City Of Oakland Park	Broward County	City Manager				6	\$1,353,601	\$272,250		City Commission	
City Of Palm Beach Gardens	Palm Beach County	City Manager				3	\$950,927	\$314,487	\$650/month car allowance; City pays 100% of health, dental, and vision ins.; City cell phone; Extra 15 days of Admin. Leave, annually	City Council	
City Of Parkland	Broward County	City Manager				5	\$318,713	\$214,690	Car Allowance: \$7200 annually Cell phone data plan paid by the City	Mayor & City Commission	Salary per contract
City Of Pembroke Pines	Broward County	City Manager				1		\$331,552		MAYOR/COMM	
City Of Pompano Beach	Broward County	City Manager				7	\$1,725,826	\$319,702	Car Allowance \$7,200	Commissioners	
City Of St. Augustine	St. Johns County	City Manager				6		\$198,907		Commission	City vehicle
City Of Stuart	Martin County	City Manager				2	\$639,218	\$167,945	\$6,660.00	Mayor	cell stipend/auto allowance
City Of Treasure Island	Pinellas County	City Manager	Set by Commission			2	\$315,940	\$150,014	\$400/mo auto allowance 7% contribution to 457 retirement 100% paid benefits for EE + dependents	City Commission	Charter Officer;
City Of Venice	Sarasota County	City Manager				5	\$1,157,849	\$215,745		City Council	Total EE = Budgeted
City Of West Palm Beach	Palm Beach County	City Administrator	\$174,303			31.5		\$269,294	\$6,000/YR. Car Allowance \$600/yr Cellphone Stipend	Mayor	
City Of Wilton Manors	Broward County	City Manager	Contract		Contract	8	\$40,046,620	\$196,421		City Commission	
Town Of Jupiter	Palm Beach County	Town Manager				8	\$1,888,520	\$174,761	\$75 monthly phone reimbursement, Car Allowance of \$500 monthly	Town Council	Interim Town Manager

SALARY STUDY COMPARISON FOR CITY MANAGERS

Town Of Lantana	Palm Beach County	Town Manager				4	\$646,875	\$175,000		Mayor & Council	1 part time position unfunded
Town Of Longboat Key	Manatee-Sarasota County	Town Manager	Contract		Contract	1		\$203,362	80 Manager Hours	Commission	Defined Contribution 17.5% Town Contribution
Town Of Palm Beach	Palm Beach County	Town Manager	contract		contract	6		\$267,611			
Village Of North Palm Beach	Palm Beach County	Village Manager				13	\$1,501,462	\$192,345	650/month	Council	Auto/Phone
Village Of Palmetto Bay	Miami-Dade County	Village Manager				4		\$178,500	Vehicle Allowance (\$550/month)	Council	No min./max (employee agreement)
Village Of Pinecrest	Miami-Dade County	Village Manager				4		\$231,504	\$9,000.00	Village Council	Vehicle/cell allowance
Village Of Royal Palm Beach	Palm Beach County	Village Manager				5	\$1,108,711	\$213,931	City Vehicle,\$70 p/mth phone, Merit Bonus	Mayor and Council	
Village Of Tequesta	Palm Beach County	Village Manager				2	\$31,381,764	\$185,390	\$7,200.00	Village Council	Contract employee

Minimum	Midpoint	Maximum
\$158,564	\$199,439	\$248,727
\$178,251	\$228,376	\$297,036
\$129,355	\$164,363	\$193,969
\$158,891	\$191,666	\$236,985

Actual Salary Results			
3rd Quartile:	\$269,294	Simple Aver:	\$229,999
1st Quartile:	\$189,585		



Village of Palm Springs

Staff Report

AGENDA DATE: January 12, 2023

DEPARTMENT: Planning, Zoning & Building

ITEM #13: Ordinance No. 2022-12 - Land Use Amendment and Rezoning (Small-Scale) - Oxygen Development

SUMMARY: Mr. Marty Minor from Urban Design Studio, agent for Oxygen Holdings, LLC. ("Applicant"), is requesting a Small-Scale land use plan amendment and rezoning on 17.74 acres (comprised of eleven parcels) to facilitate an industrial development project.

The proposed small-scale land use change would be from Commercial and Medium Density Residential to Light Industrial, concurrent with Rezoning from Commercial General (CG) and Residential Multiple-Family (RM) to Light Industrial (LI). The combined properties are less than 50 acres in size (17.74 acres total) and are planned for a mix of manufacturing and warehouse use.

The applicant is concurrently requesting Site Plan approval to allow a 150,780 square foot warehouse in addition to the 211,363 square foot existing warehouse-manufacturing building. The proposed site plan is presented (within this item) for informational purposes only (no action is required at this time).

Note: The Village does not typically place conditions of approval on future land use map changes. The legislative decision as to the appropriateness of the land use map and rezoning amendments are approved on the 2nd and final reading, and the proposed Site Plan will be considered by the Village Council under a separate resolution.

Ordinance No. 2022-12 was advertised in the Lake Worth Herald on September 29, 2022, October 27, 2022 and December 29, 2022.

The proposed request was submitted through the PBC Intergovernmental Plan Amendment Review Committee (IPARC) for intergovernmental review and no comments were received.

Note: IPARC is designated to provide coordination of proposed plan amendments, cooperation between affected local governments and service providers and provides opportunities to resolve potential disputes only within the plan amendment.

The Planning and Zoning Board considered this application during their October 11, 2022 meeting and recommended approval.

The Local Planning Agency (LPA) considered this item during their November 10, 2022 meeting and recommended approval.

The proposed ordinance was approved on the 1st reading by the Village Council on November 10, 2022, and is being presented on the 2nd and final reading.

FISCAL IMPACT:

The proposed land use and zoning amendments are not expected to provide a direct fiscal impact on the Village; however, it would facilitate development that will increase the Village's property valuation.

ATTACHMENTS:

1. Ordinance No. 2022-12 - Small Scale Land Use Amendment and Rezoning - Oxygen Development
2. EXHIBIT 'A' - Eleven Parcels - Parcel Control Numbers and Addresses
3. Oxygen Development - Project Narrative
4. Proposed Site Plan (informational only)
5. Aerial Map, Location Map, Proposed FLU and Zoning Maps

ORDINANCE NO. 2022-12

(SMALL SCALE LAND USE AMENDMENT & REZONING)

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE COMPREHENSIVE LAND USE PLAN OF THE VILLAGE, PURSUANT TO THE “SMALL SCALE” COMPREHENSIVE LAND USE AMENDMENT LAWS OF THE STATE OF FLORIDA, FOR 17.74 ACRES (COMPRISED OF ELEVEN PARCELS) TO ALLOW FOR A MIX OF MANUFACTURING AND WAREHOUSE USE AND PLANNED FOR “LIGHT INDUSTRIAL”, SEE EXHIBIT “A” FOR LOCATIONS, AND BEING MORE FULLY DESCRIBED IN EXHIBIT “A” ATTACHED HERETO, FROM A FUTURE LAND USE DESIGNATION OF “COMMERCIAL GENERAL (CG) AND RESIDENTIAL MULTIPLE-FAMILY (RM)” TO A FUTURE LAND USE DESIGNATION OF “LIGHT INDUSTRIAL (LI)”; FURTHER CHANGING THE ZONING DESIGNATION FROM “COMMERCIAL GENERAL (CG)” DISTRICT TO PROVIDE FOR A ZONING DESIGNATION OF “LIGHT INDUSTRIAL (LI)” DISTRICT ON THE VILLAGE OF PALM SPRINGS OFFICIAL ZONING MAP; PROVIDING DIRECTIONS TO THE VILLAGE CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village has determined the need to amend the land use and zoning designations for a parcel less than 50 acres in size (17.74 acres) that is currently vacant, and is currently proposed for “Light Industrial (LI)”, use located at west of Congress Avenue and North of Forest Hill Boulevard; and

WHEREAS, the Village will initiate the small-scale land use and zoning changes from the existing Village of Palm Springs designations. The subject property is less than 50 acres in size; and

WHEREAS, the Village has adopted a Comprehensive Plan pursuant to the Local Government Comprehensive Planning and Land Development Regulation Act (the “Act”); and

WHEREAS, the Village Council, sitting as the Village’s Local Planning Agency (the “LPA”) will consider this item on November 10, 2022, and their recommendation will be provided to the Council prior to consideration; and

WHEREAS, the Village Council has considered the request of Village Staff for small-scale land use amendments and re-zoning designation; and

WHEREAS, the Village Council has determined that granting the request for land use amendment and rezoning serves a valid public purpose and is consistent with the goals, policies, and objectives of the Village Comprehensive Plan .

NOW THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA:

Section 1. Findings. The Village Council finds the above statements are true and correct and serve as a basis for consideration of this ordinance.

Section 2. Future Land Use. The Future Land Use designation in the Village's Comprehensive Land Use Plan for the lands described herein, as more particularly designated in "**Exhibit A**" shall be established as "Light Industrial (LI)" land uses.

Section 3. Zoning. Concurrent with said small-scale land use amendment, the Land Development (Zoning) District designation on the official Village of Palm Springs Zoning Map shall be established as "Light Industrial (LI)", more particularly designated in **Exhibit "A"**, subject to the approval and appeal period stated in Section 2, above.

Section 4. Directions to the Village Clerk. The Village Clerk is hereby authorized and directed to forthwith cause the designation of the zoning of the property described in the attached "**Exhibit A**", as set forth in Section 3 of this Ordinance, on the official Village of Palm Springs Zoning Map.

Section 5. Repeal of Conflicting Ordinances. All Ordinances, Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed.

Section 6. Severability. If any word, clause, sentence, paragraph, section, or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void, or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

Section 7. Effective Date. This Ordinance shall become effective 31 days after adoption, or, if timely appealed, when the state land planning agency or Administration Commission issues an order finding compliance as provided by section 163.3187(5), Florida Statutes.

Council Member offered the foregoing Ordinance, and moved its adoption. The motion was seconded by Council Member

_____, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	☐	☐	☐
DOUG GUNTHER, VICE MAYOR	☐	☐	☐
JONI BRINKMAN, MAYOR PRO TEM	☐	☐	☐
PATTI WALLER, COUNCIL MEMBER	☐	☐	☐
GARY READY, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, this _____ day of _____, 2022.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

First Reading _____

Second Reading _____

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

EXHIBIT “A”

The 17.74 acres combined parcels are located as follows:

PCN	Existing FLU	Proposed FLU	Existing Zoning	Proposed Zoning
70-43-44-07-37-006-0000 70-43-44-07-37-012-0000 70-43-44-07-37-007-0000 70-43-44-07-37-008-0000	Light Industrial	Light Industrial	Commercial General (CG)	Light Industrial (LI)
70-43-44-07-00-000-5101 70-43-44-07-00-000-5100 70-43-44-07-00-000-5110 70-43-44-07-04-000-0060 70-43-44-07-04-000-0050 70-43-44-07-04-000-0070 70-43-44-07-04-000-0040	Medium Density Residential		Residential Multiple-Family (RM)	

PROJECT NARRATIVE

OXYGEN DEVELOPMENT EXPANSION FUTURE LAND USE PLAN AMENDMENT AND REZONING

October 28, 2022



Urban Planning and Design
Landscape Architecture
Communication Graphics

Request

Please accept this request by the Applicant and property owner, Oxygen Holdings, Inc., for a Future Land Use Amendment and Rezoning of 17.74 acres of land, including the existing Oxygen Development building, to the Light Industrial land use and zoning designation to facilitate the development of a warehouse on the subject site.

Currently, Oxygen Development leases warehouse space off-site and would like to bring that use to their existing campus in the Village. To achieve this desired expansion, the Applicant is requesting development applications for a Future Land Use Plan amendment and rezoning applications to change the designations for the subject site from Commercial and Medium Density Residential land uses and Commercial and RM (Residential Multi-family) zoning districts to a consistent Light Industrial future land use and zoning designations.

On February 26, 2009, the Village Council adopted Resolution 2008-87, which approved the Oxygen Development site plan on 14.36 acres. With this approval, the site had two parcels with a Commercial Future Land Use designation and a parcel with a Medium Density Residential designation was changed so all parcels within this site plan have a Light Industrial Future Land Use designation. At the same time, the western 4.27 acres of the site was rezoned from Residential Medium to a General Commercial zoning designation. As a result, the entire, existing Oxygen Development site has a General Commercial zoning designation. During the 2009 approval process, a Special Exception was granted to the site to allow for a Planned Unit Development for the Light Industrial use. With these approvals, the Village approved the 211,363 square feet Oxygen Development building, which consists of 44,485 square feet of office space and 166,878 square feet of warehouse/manufacturing space for the development of personal care services on the site.

With the proposed applications, the Applicant is seeking to follow the similar application processes to expand the site by 5.158 acres to facilitate the construction of the proposed warehouse, which will be reviewed under the Site Plan Application process.

The proposed future land use amendment and rezoning will help continue to facilitate economic development with the Village, consistent with the Village Comprehensive Plan and Community Redevelopment Agency plan. In addition, the expansion of this light industrial use will provide additional revenues to the Village on subject properties which are either vacant or underdeveloped. This economic development will also help diversify the Village's land use mix, which provides for a stable economic base for the Village.

Location

The 17.74-acre site is generally located west of Congress Avenue and north of Forest Hills Boulevard. The proposed site is located within the Urban Redevelopment Area and the Village's Community Redevelopment Area's Congress Avenue District. The subject site has a Future Land Use Designation of Light Industrial, Commercial and Medium Density Residential and a zoning designation of General Commercial and Residential Multi-Family. With this request, the Applicant is looking to have the entire site with a Light Industrial Future Land Use designation and Light Industrial zoning district.

West Palm Beach Office: 610 Clematis Street Suite CU-02 West Palm Beach, FL 33401 P. 561-366-1100

Boynton Beach Office: 508 E. Boynton Beach Blvd. Boynton Beach, FL 33435 P. 561-736-8838

www.udsfloida.com LCC000035

Access

Access to the proposed site plan will use the existing two entrances off of Congress Avenue with the trucks servicing the proposed warehouse using the same truck entrance as the existing Oxygen Development building. An additional access to the site will be provided from the extension of Lone Pine Way into the subject site, which will improve the circulation on the site.

Parcel Information

The following table provides information regarding the individual parcels, all owned by the Applicant, which consist of the subject site.

PCN#	Address	Acreage	Existing Use	Existing FLU	Proposed FLU	Existing Zoning District	Proposed Zoning District
70-43-44-07-37-006-0000	1525 S. Congress Avenue	6.99 acres	Oxygen Development	Light Industrial	Same	Commercial General (CG)	Light Industrial
70-43-44-07-37-008-0000	None	0.57 acres	Vacant	Light Industrial	Same	Commercial General (CG)	Light Industrial
70-43-44-07-37-007-0000	None	5.50 acres	Vacant	Light Industrial	Same	Commercial General (CG)	Light Industrial
70-43-44-07-37-012-0000	None	1.43 acres	Lake	Light Industrial	Same	Commercial General (CG)	Light Industrial
70-43-44-07-00-000-5100	1636 Lone Pine Way	0.31 acres	SF home	Medium Density Residential	Light Industrial	Residential Multi-Family (RM)	Light Industrial
70-43-44-07-00-000-5101	None	0.58 acres	Vacant	Medium Density Residential	Light Industrial	Residential Multi-Family (RM)	Light Industrial
70-43-44-07-00-000-5110	None	0.88 acres	Vacant	Medium Density Residential	Light Industrial	Residential Multi-Family (RM)	Light Industrial
70-43-44-07-04-000-0050	1660 Dalinda Lane	0.33 acres	4-Plex	Medium Density Residential	Light Industrial	Residential Multi-Family (RM)	Light Industrial
70-43-44-07-04-000-0040	1690 Dalinda Lane	0.33 acres	SF Home	Medium Density Residential	Light Industrial	Residential Multi-Family (RM)	Light Industrial
70-43-44-07-04-000-0060	1659 Dalinda Lane	0.33 acres	4-Plex	Medium Density Residential	Light Industrial	Residential Multi-Family (RM)	Light Industrial
70-43-44-07-04-000-0070	1677 Dalinda Lane	0.33 acres	4-Plex	Medium Density Residential	Light Industrial	Residential Multi-Family (RM)	Light Industrial
Dalinda Lane ROW	None	0.18 acres	Local Street	None	Light Industrial	None	Lighting Industrial

Consistency with the Village Comprehensive Plan

The requested future land use amendment and rezoning of the Oxygen Development site to include the proposed warehouse facility is consistent with several of the Village's Comprehensive Plan goals, objectives and policies regarding land use, redevelopment activities and economic development.

Some of the applicable objective and policies have been provided below in **bold** and our statements of compliance follow in *italics*.

Objective C: The Light Industrial Future Land Use category shall allow as permitted uses establishments which will accommodate employment centers using light- assembly, manufacturing, warehouse, distribution, showroom, and non-local office needs of the Village.

The request will help facilitate the construction for a warehouse use which is permitted within the existing and proposed Light Industrial future land use category described within this Objective.

Policy A.6: Continually maintain and update, when necessary, development regulations which assure efficient, high quality residential design construction, and redevelopment activities.

The request will provide a modern, high-quality warehouse facility on underutilized lands within the Forest Hill Boulevard and Congress Avenue employment center. The proposed warehouse will be located on vacant land west of the existing Oxygen Development facility. These amendments will help facilitate this development.

Policy P.1: The Urban Redevelopment Area (URA) – The purpose of the URA is to focus on redevelopment and infill efforts by promoting economic growth, improving the present conditions of infrastructure, investment and reinvestment in the area, and discouraging urban sprawl by directing development where resources exist.

The subject site is located within the identified URA, which encourages infill and redevelopment activities such as the proposed Oxygen Development expansion. The addition of warehouse facilities to the subject site reflects the Applicant's investment in the Village and its economic growth.

Policy P. 3: Mixed-use centers and employment centers shall be encouraged in the Urban Redevelopment Area (URA) where appropriate.

The proposed request represents an expansion of the existing employment center along Congress Avenue in the Urban Redevelopment Area. The facilities are close to public transit stops, transportation routes and workforce housing.

Consistent with the Village Community Redevelopment Area plan

The requested amendments for the Oxygen Development campus and the Congress Avenue and Forest Hill Boulevard employment center are consistent with the Village's Community Redevelopment Area (CRA) plan and strategies.

As required by the Village's development application, the following are CRA criteria which have been provided below in **bold** and our responses follow in *italics*.

1) Detailed Description of Proposal's Consistency with Five (5) Key Goals of CRA **a. Improving Utilities and Infrastructure**

New utilities and infrastructure will be provided for the proposed warehouse use. The drainage from the site will be located at the southeast corner of the site, which will help buffer the adjacent residential uses from the proposed use.

b. Expanding Job Development and Economic Growth

The expansion of the Oxygen Development campus to bring the company's warehouse facilities to the Village. The warehouse use will bring jobs to the Village along with the jobs created during the construction phase. This investment in the Village and use of infill property meets the goals of the CRA.

c. Enhancing Public Safety

With the expansion of the project, an additional access point to the Oxygen Development site has been provided from Lone Pine Way. Currently, the site has two access points from Congress Avenue. The additional access point will allow for improved traffic circulation for the site and provide public safety vehicles another access points in the case of emergencies.

d. Increasing and Maintaining Workforce Housing

Although residential is not proposed, the request will result in new jobs within the Village which will help reduce any transportation costs for residents working there.

e. Advancing the Partnership with Palm Beach County

The Applicant will continue work with Palm Beach County with regards to the proposed request. Palm Beach County Traffic Division has issued a TPS approval letter for the proposed development.

2) Proposal's effect on existing conditions (identified in CRA Community Redevelopment Plan) in the CRA District

The proposed development will convert approximately 7 acres of vacant land and existing drainage lake to the proposed warehouse building. The 3.4 acres of existing residential land owned by the Applicant will be converted to a 1.66-acre lake, a dry detention area and landscape buffers. The proposed expansion reflects the plan's desire for urban development with the CRA.

3) Proposal's ability to assist in achieving strategies and objectives of the Palm Springs CRA

The proposed expansion will bring additional jobs to the Village, which is consistent with Goal II of CRA plan. In addition, the request is consistent with Goal VI which states: "Increase redevelopment activity on Lake Worth Road and Congress Avenue through incentives and the encourages of parcel assemblage for quality redevelopment." The Applicant has assembled adjacent parcels to allow for the expansion of the Oxygen Development campus to bring its warehouse use to the Village.

Future Land Use Plan Amendment

The subject request includes a re-designation of the 17.74 acres of land from Medium Density Residential and General Commercial to Light Industrial for subject site. These 17.74 acres represent less than 1% of the total area of the Village and the proposed change will create minimal impact to the surrounding area and Village.

Below is analysis of the existing and proposed uses for the subject 17.74 acres of the Future Land Use Plan amendment. The subject referenced area has one (1) single family home and 12 multi-family units.

Service	Existing Use LOS	Existing Use Impact	Proposed Use LOS	Proposed Use Impact	Difference in amendment
Potable Water	82 gallons per capita daily	14 units X 3.11 persons per unit = 43 persons x 82 gpcd = 3,526 gpcd	No LOS is provided for non-residential development.	No water use is proposed within the subject 5.15 acres.	Reduction of 3,536 gpcd impact
Sanitary Sewer	350 gallons per day per SF unit & 250 gallons per MF unit	350 gpd x 2 SF units = 700 gpd & 250 gpd x 12 MF units = 3,000 gpd. Total 3,700 gpd	0.20 gallons per acre per day for non-residential development	3.4 acres x 0.2 gallons per day = 1.03 gallons per day	Reduction of 3,699 gallons per day
Solid Waste	4.92 lbs per capita per day for garbage and 1.75 lbs per capita per day for trash	4.92 lbs pcd x 43 persons = 211 pounds pcd for garbage & 1.75 lbs pcd x 43 persons = 75 lbs for trash	No LOS is provided for non-residential trash and garbage generation	No buildings are proposed within subject area	Reduction of 211 lbs pcd of garbage and 75 lbs pcd for trash generation.
Drainage	3-year, 24-hour rain event	3-year, 24-hour rain event	3-year, 24-hour rain event	3-year, 24-hour rain event	Proposal is consistent with all applicable drainage requirements

As indicated earlier, the proposed expansion has received a TPS approval letter from the Palm Beach County Traffic Division. A copy of the approval letter is included in the submittal package. In addition, the proposed future land use change will result in a reduction to the Village's recreational needs as the subject proposed are proposed to be designated as Light Industrial.

As indicated above, the proposed Future Land Use amendment will create little impact to the Village and will lessen the potential impact for municipal services.

Rezoning

With the proposed future land use change, a corresponding rezoning of these 5.15 acres is proposed to change the designation from Residential Medium Family (RM) to Light Industrial (LI). The proposed rezoning also includes the existing Oxygen Development site, which is currently zoned as General Commercial. Within the 5.15 acres, no buildings are proposed to be developed so there will be limited impact. The 5.15 acres are proposed to be development with a lake, dry detention area and landscaping which will buffer the adjacent residential properties from the proposed warehouse. Please note that the closest adjacent residential property will be 360 feet from the proposed warehouse.

Photos of Subject Site



1 Southwest View of Existing Building from northeast corner of the site.



2_Northwest View of Existing Building



3 View along LWDD canal on north property line



4 Looking southwest across existing lake



5 Northern view from vacant land west of existing site



6 View of Vacant Land on Lone Pine Way.



7 Existing structure on Lone Pine Way



8 Looking west on Dalinda Lane.



9 Looking West on Dalinda Lane.

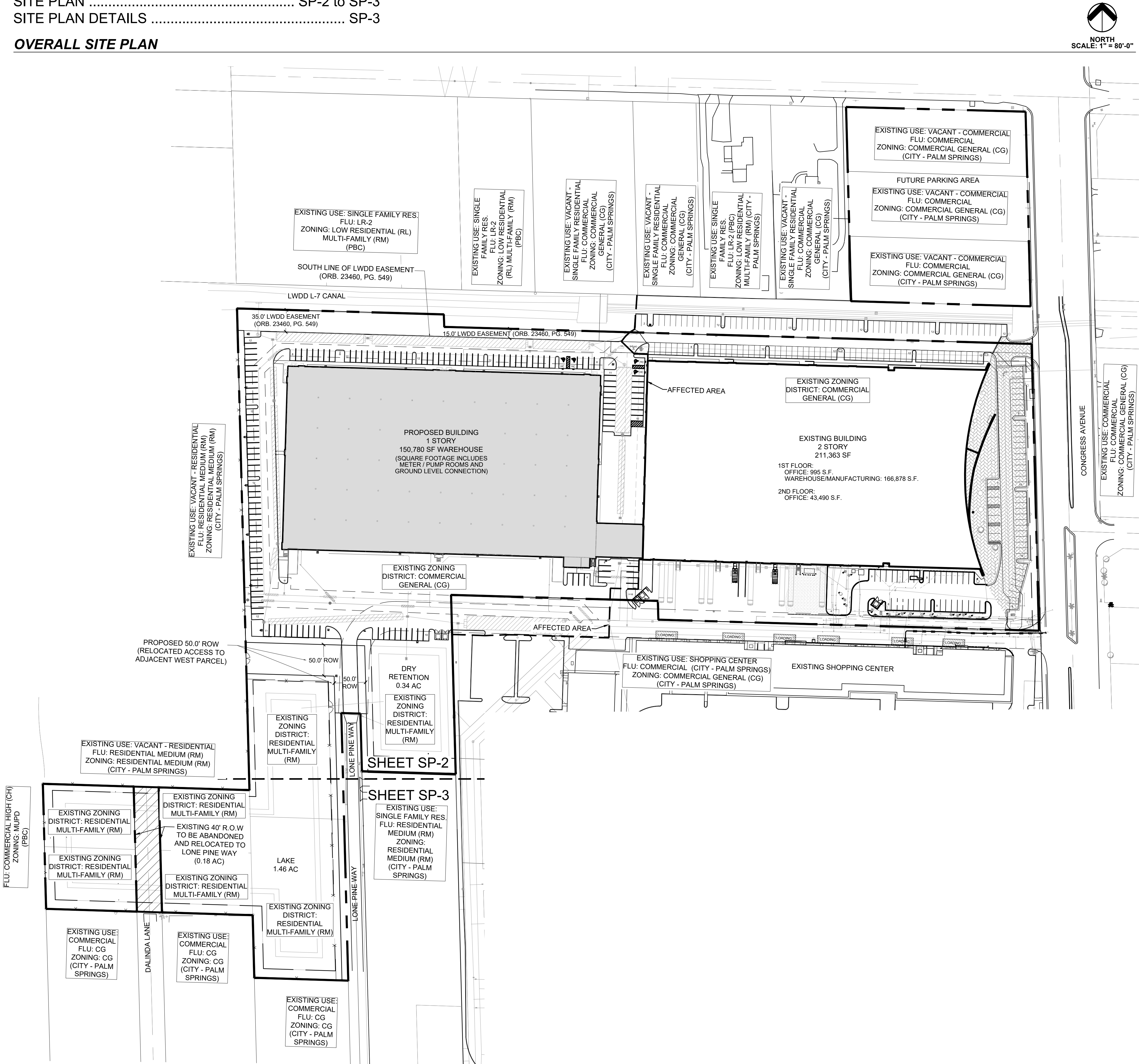
SHEET INDEX

OVERALL SITE PLAN SP-1

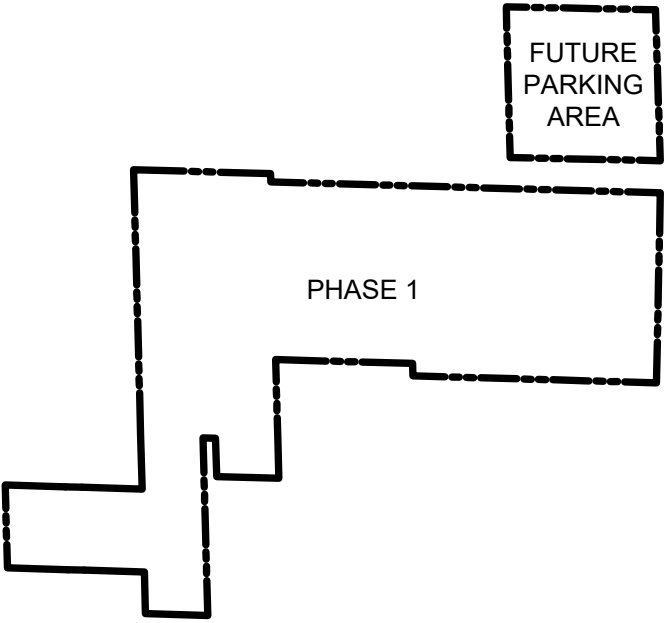
SITE PLAN SP-2 to SP-3

SITE PLAN DETAILS SP-3

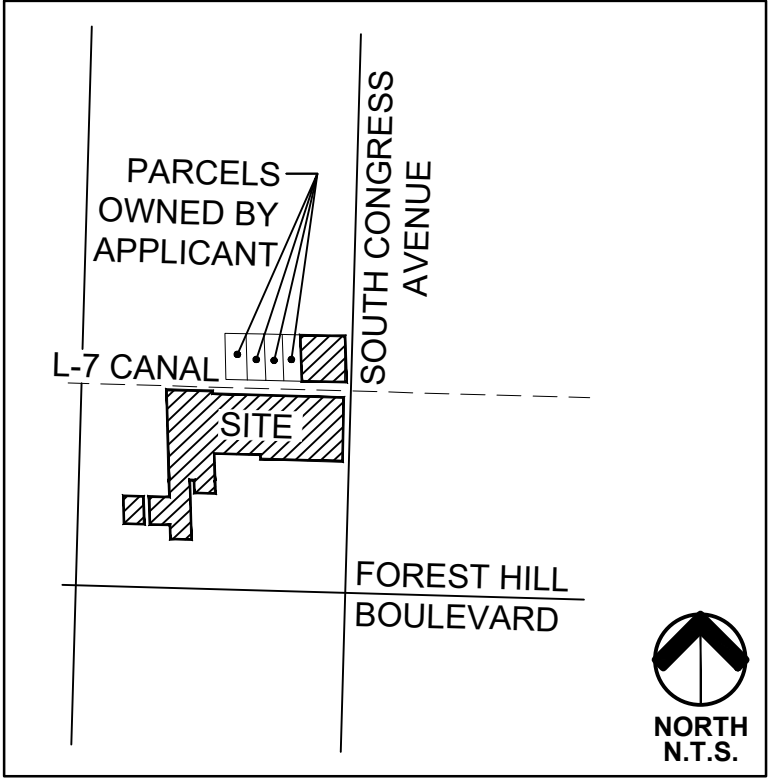
OVERALL SITE PLAN



PHASING MAP



LOCATION MAP



SITE DATA

APPLICATION NAME:	OXYGEN DEVELOPMENT	
EXISTING FUTURE LAND USE:	LIGHT INDUSTRIAL / COMMERCIAL / MEDIUM DENSITY RESIDENTIAL	
EXISTING ZONING DISTRICT:	COMMERCIAL GENERAL AND RESIDENTIAL MEDIUM	
OVERLAY:	URA/TCEA	
SECTION/TOWNSHIP/RANGE:	07/44/43	
PCN:	70-43-44-07-37-006-0000	70-43-44-07-04-000-0040
	70-43-44-07-37-008-0000	70-43-44-07-04-000-0060
	70-43-44-07-37-007-0000	70-43-44-07-04-000-0070
	70-43-44-07-37-012-0000	70-43-44-07-04-000-0050
	70-43-44-07-03-003-0020	70-43-44-07-03-003-0030
TOTAL GROSS SITE AREA:	17.643 AC (768,529.08 SF)	
PHASE 1 - INCLUDES AFFECTED AREA		
AFFECTED AREA		
TOTAL SITE AREA - AFFECTED AREA:	17.643 AC (768,529.08 SF)	
EXCLUDES FUTURE PARKING AREA		
PROPOSED BUILDING COVERAGE:	41.4% (318,653 SF)	
INCLUDES EXISTING & PROPOSED BLDG.		
PERMITTED BUILDING HEIGHT:	45'-0"	
EXISTING BUILDING HEIGHT:	35'-9" MAX. (2 STORIES)	
PROPOSED BUILDING HEIGHT:	ENTRY FEATURES 45'-0" MAIN PARAPET 42'-6"	
REQUIRED PARKING:	354 TOTAL SPACES	
OFFICE 1/200	223 SPACES	
EXISTING BLDG @ 44,485 SF		
PROPOSED BLDG @ 0 SF		
WAREHOUSE /MANUFACTURING	131 SPACES	
EXISTING BLDG @ 166,878 SF		
1/3000 = 56 *VARIANCE APPROVED		
PROPOSED BLDG @ 150,780 SF		
1/2000 = 75		
PROPOSED PARKING:	354 TOTAL SPACES	
EXISTING PARKING	201 SPACES (ORIGINALLY 280 SPACES)	
(-79 SP. FROM EXISTING)		
PROPOSED PARKING	153 SPACES	
HC SPACES @ 11		
IMPERVIOUS AREA:	69% / 12.34 AC (537,849.72 SF)	
PERVIOUS / OPEN SPACE:	31% / 5.303 AC (230,679.36 SF)	
INCLUDES LAKE & DRY RETENTION		
WATER SURFACE AREA:	1.46 AC	
LAKE TRACT AREA:	2.56 AC	
INCLUDES L.M.E. & SLOPE		
FUTURE PARKING AREA		
TOTAL SITE AREA - FUTURE PARKING AREA:	2.045 AC (89,080.19 SF)	
EXCLUDES AFFECTED AREA		

DEVELOPMENT TEAM

OWNER / APPLICANT:	SURVEYOR:
OXYGEN DEVELOPMENT	ENGENUITY GROUP INC.
1525 S CONGRESS AVE.	1201 BELVEDERE RD.
PALM SPRINGS, FL 33406	WEST PALM BEACH, FL 33405
	561.655.1151
LANDSCAPE ARCHITECT & PLANNER:	CIVIL ENGINEER:
URBAN DESIGN STUDIO	LDI LAST DEVENPORT, INC.
610 CLEMATIS STREET, SUITE CU02	1860 OLD OKEECHOBEE RD., SUITE 504
WEST PALM BEACH, FL 33401	WEST PALM BEACH, FL 33409
(561) 366-1100	561.615.6567
ARCHITECT:	TRAFFIC ENGINEER:
HNM ARCHITECTURE	SIMMONS & WHITE, INC.
4208 SIX FORKS RD. SUITE 1000	2581 METROCENTRE BLVD., SUITE 3
RALEIGH, NC 27609	WEST PALM BEACH, FL 33407
919.480.8538	561.478.7848

GENERAL NOTES

- BASE INFORMATION OBTAINED FROM SURVEY PREPARED BY ENGENUITY GROUP INC. DATED 03.28.22
- ALL STOP BARS SHALL BE SETBACK 4' IN ADVANCE OF PEDESTRIAN CROSSWALKS.
- ACCESSIBLE PAVED ROUTES SHALL NOT EXCEED A 20:1 SLOPE.
- STOP BAR WILL BE WHITE PAVERS OR THERMOPLASTIC ON ASPHALT.
- CURBING DETAILS TO BE SHOWN ON ENGINEERING CONSTRUCTION PLANS.
- SEE ENGINEERING PLANS FOR ROADWAY CROSS SECTIONS.
- SURROUNDING INFORMATION AND PLANS ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY.
- HANDICAP PARKING SIGNS SHALL BE PLACED BEHIND THE SIDEWALK IN AREAS WHERE SIDEWALK ABUTS THE STALL AND OUTSIDE THE TWO (2)' FOOT OVERHANG AREA WHERE WHEEL STOPS ARE NOT PROVIDED.

Oxygen Development

Palm Springs, Florida
Site Plan

urban
design
studio

Urban Planning & Design
Landscape Architecture
Communication Graphics

610 Clematis Street, Suite CU02
West Palm Beach, FL 33401
561.366.1100 FAX 561.366.1111
www.udsfiorida.com
#LCC000035

Copyright:
All ideas, designs, arrangements, and plans
represented by this drawing are owned by and
the property of the designer, and were created
for the exclusive use of the specified project.
These ideas, designs, arrangements or plans
shall not be used by, or disclosed to any person,
firm, or corporation without the written
permission of the designer.

NORTH

0 40' 80' 160'

Scale: 1" = 80'-0"

Date: 09.2020

Project No.: 07-066.002

Designed By: JEB

Drawn By: JEB

Checked By: WJT

Revision Dates:

05-12-2022 SUBMITTAL

07-29-2022 SUBMITTAL

09-09-2022 RESUBMITTAL

09-20-2022 RESUBMITTAL

10-27-2022 RESUBMITTAL

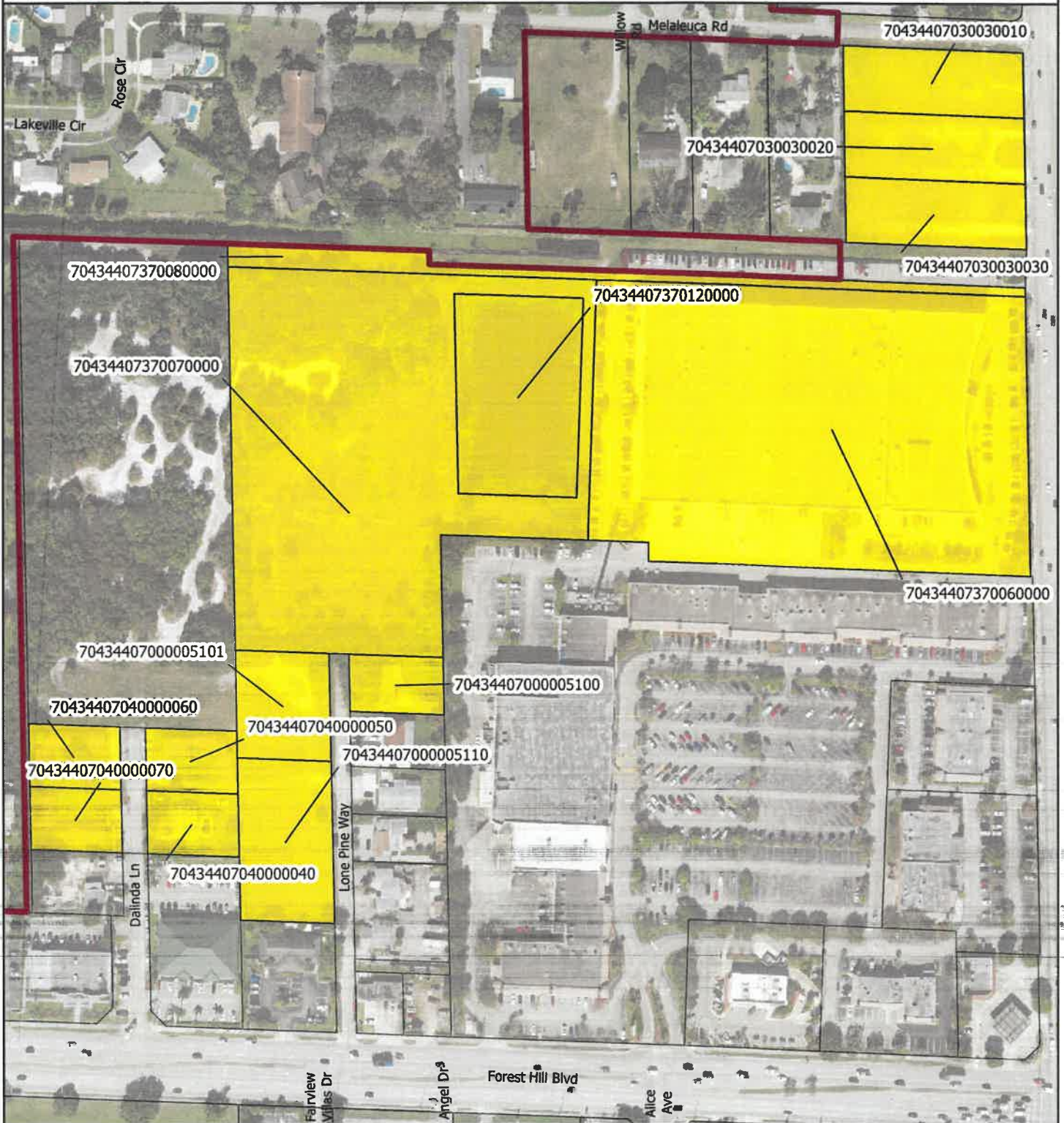
SP-1

of 3



VILLAGE OF PALM SPRINGS

Oxygen Development



Legend

-  Proposed Parcels
-  Parcels
-  Village Boundary

Date: 10/26/2022

When Printed on 8 1/2" x 11"

1 Inch equals 250 feet

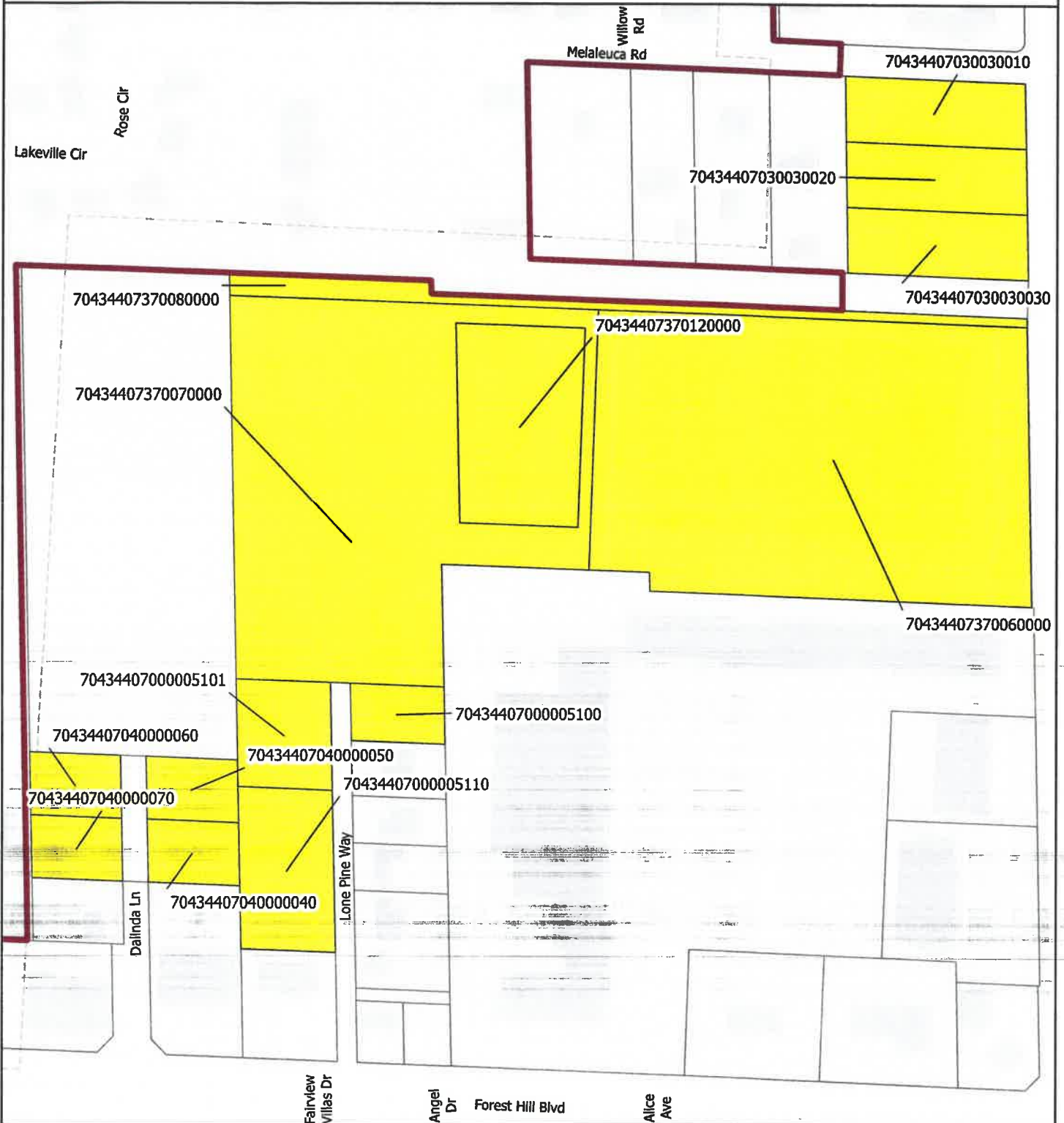
0 250
Feet

Florida Technical Consultants



VILLAGE OF PALM SPRINGS

Oxygen Development



- Legend**
- Proposed Parcels
 - Parcels
 - Village Boundary

Date: 10/27/2022
When Printed on 8 1/2" x 11"
1 inch equals 250 feet

0 250
Feet

Florida Technical Consultants



VILLAGE OF PALM SPRINGS

Oxygen Development

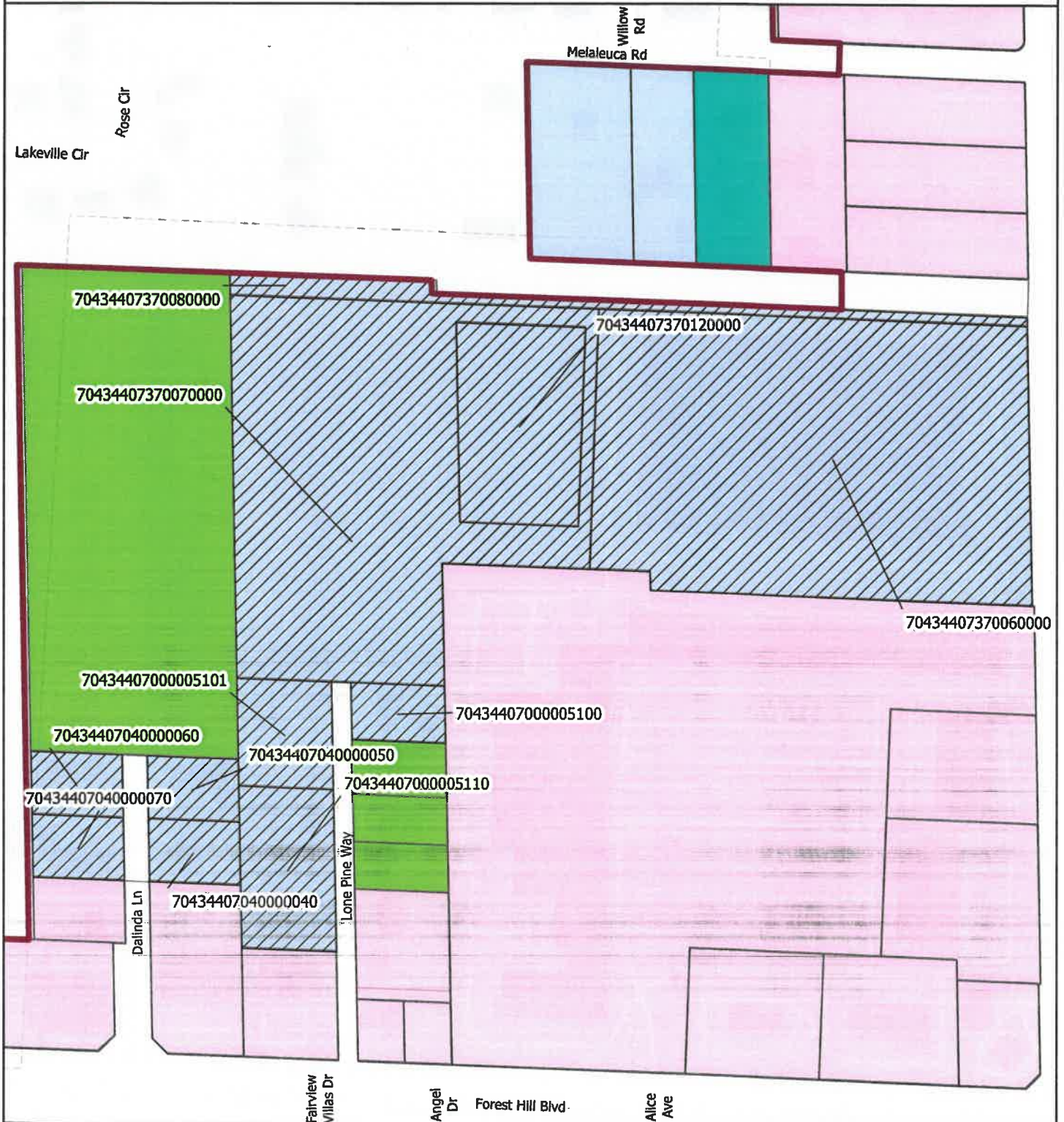


Legend			Date: 10/27/2022 When Printed on 8 1/2" x 11" 1 inch equals 250 feet 0 250 Feet
Future Land Use			
Commercial	Light Industrial	Mixed Use	
Conservation	Low Density Residential	Other Public Facilities	
Education	Medium Density Residential	Public Buildings and Facilities	
	County FLU	Proposed Parcels	Parcels
		Village Boundary	



VILLAGE OF PALM SPRINGS

Oxygen Development



Legend		
Zoning	G (Governmental)	RS (Residential Single-Family)
County Zoning	LI (Light Industrial)	Other
CG (Commercial General)	MU (Mixed Use)	Proposed Parcels
CN (Commercial Neighborhood)	RM (Residential Multi-Family)	Parcels

Date: 10/27/2022
When Printed on 8 1/2" x 11"
1 inch equals 250 feet

0 250 Feet

Florida Technical Consultants



Village of Palm Springs

Executive Brief

AGENDA DATE: January 12, 2023

DEPARTMENT: Planning, Zoning & Building

ITEM #14: Light Industrial Planned Development Site Plan (SPR22-16) - Oxygen Development - 1525 South Congress Avenue

SUMMARY: Mr. Marty R. A. Minor, agent for the owner, Oxygen Holdings LLC., is requesting a Site Development Plan (SPR22-16) approval to allow an expansion of the Oxygen Development site to include a 150,780 square-foot warehouse building on 17.74 acres (comprised of eleven parcels), generally located at 1525 South Congress Avenue. Currently, Oxygen Development leases warehouse space off-site and would like to bring that use to their existing campus in the Village.

Note: To achieve this desired expansion, the applicant is requesting the abandonment of a portion of Dalinda Lane right-of-way, Future Land Use Amendment, and Rezoning, at a future meeting, which are the subject of separate requests. The site includes 17.63 acres of land owned by the applicant and approximately 0.102 acres of the Dalinda Lane right-of-way.

On February 26, 2009, the Village Council adopted Resolution 2008-87, approving the Oxygen Development site plan and special exception used to allow a Light Industrial Planned Development Site Plan to construct 211,363 square feet of manufacturing/warehouse building for the development of personal care services on the site.

Currently, the applicant is seeking to expand the site to facilitate the construction of a 150,780-square-foot warehouse building. The proposed warehouse building will have a ground-level connection to the existing building to allow materials to be moved from one building without being impacted by inclement weather. The proposed expansion also includes 74 new parking spaces, the relocation of 79 existing spaces, and the relocation of the existing drainage lake to the southwest portion of the subject site. In addition, a future phase has been identified for the development of 191 parking spaces on 2.04 acres, located north of the L-7 canal. This parking lot is not proposed to be developed at this time unless additional parking is needed.

Access to the proposed site will use the existing two entrances on Congress Avenue with the trucks servicing the proposed warehouse using the same truck entrance as the existing Oxygen Development building. Additional access to the site will be provided from the extension of Lone Pine Way into the site, where truck traffic will be directed away from Lone Pine Way.

Approval of the Light Industrial Planned Development Site Plan depends on the approval of the Land Use Amendment, Rezoning, and Dalinda right-of-way abandonment.

The Planning, Zoning & Building Staff does not object to the Light Industrial Planned Development Site.

FISCAL IMPACT:

The proposed development will enhance the village's assessed property valuation. This property is located within the Palm Springs Community Redevelopment Agency (CRA) - Congress Avenue District and redevelopment would result in increased tax increment financing (TIF) revenue.

ATTACHMENTS:

1. Resolution No. 2023-03 Site Plan Development SPR22-16 for Oxygen Holdings, LLC 1525 S Congress Avenue
2. Exhibit "A" Staff Recommendation and Conditions of Approval
3. Applicant Justification Statement
4. Site Plan, Landscape Plans, Engineering Plans, Architectural Plans and Letters
5. Color Site Plan and Rendering
6. Aerial and Location Maps

RESOLUTION NO. 2023-03

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, (APPROVING/DENYING) WITH CONDITIONS, AN APPLICATION SUBMITTED BY MARTY R. A. MINOR FROM URBAN DESIGN STUDIO, AGENT FOR OXYGEN HOLDINGS, LLC ('APPLICANT'), FOR A LIGHT INDUSTRIAL PLANNED DEVELOPMENT SITE PLAN (SPR22-16), TO ALLOW AN ADDITIONAL 150,780 SQUARE-FOOT WAREHOUSE BUILDING TO THE EXISTING MANUFACTURING BUILDING, LOCATED ON ELEVEN (11) UNIFIED PARCELS TOTALING 17.74 ACRES LOCATED AT 1525 SOUTH CONGRESS AVENUE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Mr. Marty R. A. Minor, agent for the owner, Oxygen Holdings, LLC. ("Applicant") is requesting approval of the Site Development Plan (SPR22-16) to permit an expansion of the Oxygen Development site to include a 150,780 square-foot warehouse building on 17.74 acres that consist of eleven parcels at 1525 South Congress Avenue; and

WHEREAS, on February 26, 2009, the Village Council adopted Resolution 2008-87, approving the Oxygen Development site plan and Special Exception use to allow a Light Industrial Planned Development Site Plan to construct 211,363 square feet of manufacturing/warehouse building for the development of personal care services on the site; and

WHEREAS, the proposed warehouse building will have a ground-level connection to the existing building to allow materials to be moved from one building without being impacted by inclement weather.

WHEREAS, the proposed expansion also includes:

- 74 new parking spaces; and
- the relocation of 79 existing spaces; and
- the relocation of the existing drainage lake to the southwest portion of the subject site.

In addition, a future phase has been identified for the development of 191 parking spaces on 2.04 acres, located north of the L-7 canal.

WHEREAS, the recommendation of the Planning, Zoning, and Building Department is to approve this application, subject to staff report conditions; and

WHEREAS, the Village Council and Planning & Zoning Board have heard this matter in public session; has considered the presentation and other evidence presented by the Applicant; has received and considered the recommendations of the Village Staff, and has otherwise been fully informed regarding this matter.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA:

Section 1. The Village Council having received and considered the request of Mr. Marty R. A. Minor, agent for the owner, Oxygen Holdings LLC, the (“Applicant”), for approval with conditions of Site Development Plan (SPR22-16).

Note: The Planning & Zoning Board considered these requests during their November 22, 2022 meeting in light of the applicable legal criteria set forth in Chapter 34 of the Palm Springs Code and the sworn testimony and other evidence presented at public hearing, and the Board recommended approval of the application, finding that good cause for the special exception has been shown and they have been demonstrated to be in harmony with the purpose, objectives, and performance standards of this subdivision based upon the criteria set forth in Palm Springs Code Section 34-859 (7).

Having been otherwise fully apprised of the premises herein, the Village Council hereby adopts the findings of the Board and approves the said application as revised, with the staff report conditions attached hereto as Exhibit “A”, and which is incorporated herein by reference.

OR

_____ Having been otherwise fully apprised of the premises herein, the Village Council hereby rejects the Board findings and denies the application, finding that good cause for the waivers has NOT been shown and they have NOT been demonstrated to be in harmony with the purpose, objectives, and performance standards of this subdivision based upon the criteria set forth in Palm Springs Code Section 34-859 (7), for the following reason(s):

Notwithstanding any exceptions, conditions, or other approvals granted herein, the applicant must conform to all other applicable codes, ordinances, and laws whether stated herein or not.

Section 2. This Resolution shall take effect immediately upon adoption.

Council Member _____ offered the foregoing resolution.
Council Member _____ seconded the motion, and
upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	☐	☐	☐
DOUG GUNTHER, VICE MAYOR	☐	☐	☐
JONI BRINKMAN, MAYOR PRO TEM	☐	☐	☐
PATTI WALLER, COUNCIL MEMBER	☐	☐	☐
GARY READY, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared the Resolution duly passed and adopted
this _____ day of _____ 2023.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY



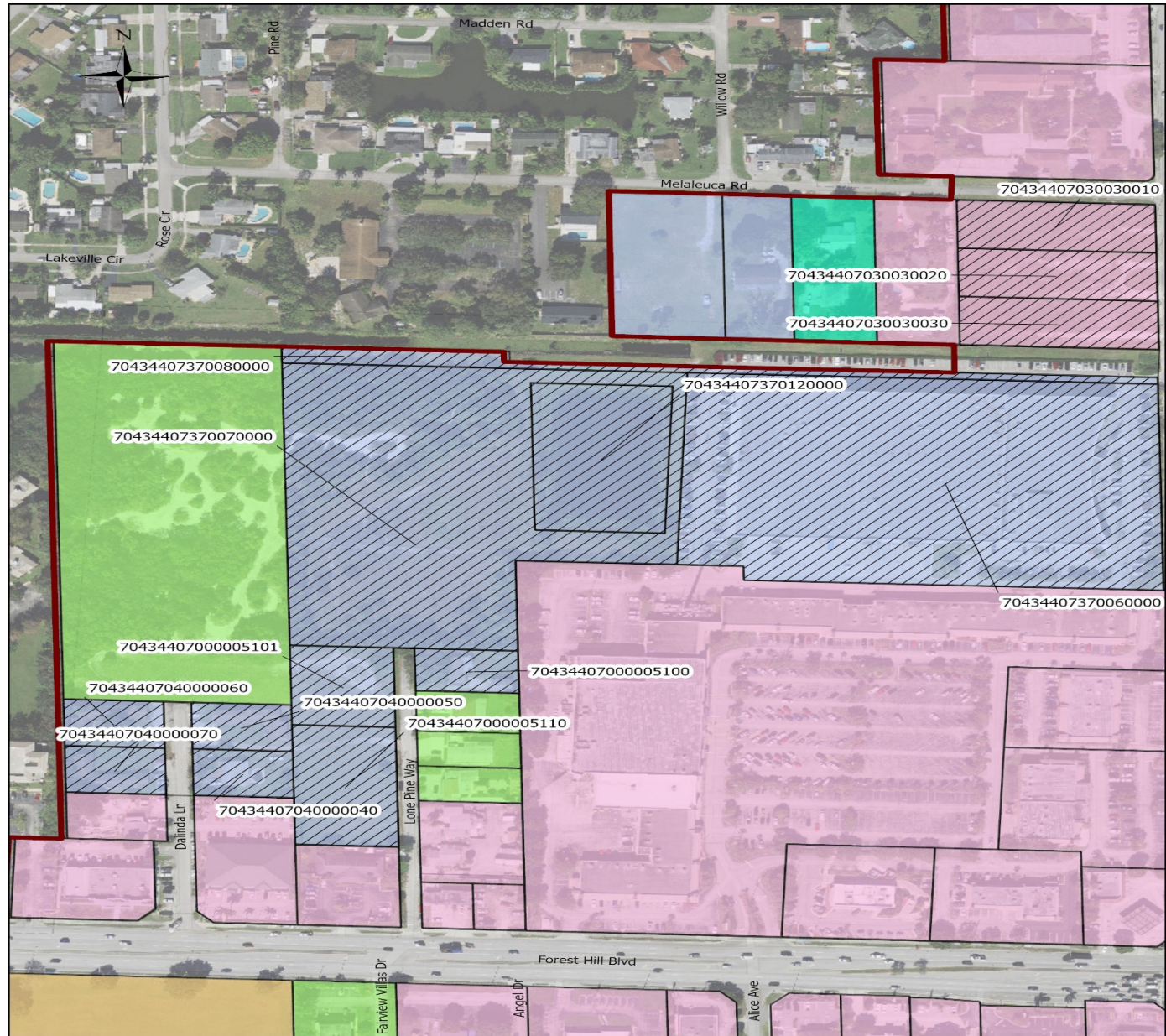
PLANNING, ZONING & BUILDING STAFF REPORT

SUBJECT: Site Development Plan (Light Industrial Planned Development) - Oxygen Development– 1525 S Congress Avenue.

Application Summary			
Applicant / Petitioner	Marty R. A. Minor	Submittal Date	8/3/2022
Reference Name	Oxygen Development	Case Number	SPR22-16
		Parcel Control #'s	70-43-44-07-37-006-0000, 70-43-44-07-37-012-0000, 70-43-44-07-37-007-0000, 70-43-44-07-37-008-0000, 70-43-44-07-00-000-5101, 70-43-44-07-00-000-5100, 70-43-44-07-00-000-5110, 70-43-44-07-04-000-0060, 70-43-44-07-04-000-0050, 70-43-44-07-04-000-0070 & 70-43-44-07-04-000-0040.
Location	Assembly of 11 properties with main address 1525 S Congress Avenue	Site Area	±17.74 acres
P&Z Bd Meeting	November 22, 2022	Village Council	January 12, 2022
Requests			
Proposed Use(s)	Industrial Planned Development Site Plan for the construction of 150,780 square feet warehouse building as an addition to the existing 211,363 square feet warehouse-manufacturing building.		
Number of Buildings	2 Buildings (approximately 362,143 SF total) Existing building – 44,485 sf (office) + 166,878 sf (manufacturing/warehouse) Proposed building – 150,780 (warehouse)		
Parking			
Code	Required	Provided	Meets Requirement
Total Parking	Total of 354 parking needed Approved - 278 Office -1/200 sf + Warehouse 1/3000 New warehouse building 1/2000 sf @ 150,780 sf = 76 spaces	354 spaces total <u>Note:</u> 191 additional parking spaces are proposed on a future phase in case they are needed.	Yes (Resolution 2008-87 approved variance to consider the warehouse as 1/3000 sf)
Setbacks			
Code	Required Minimum	Proposed	Meets Requirement
Front yard (East)	30'	60' (existing)	Yes
Rear yard (West)	20'	62.1'	Yes
Side yard (North & south)	30'	Over 90'	Yes
Site Characteristics			
Existing Use	Retention pond, Vacant lot & Multi-Family Homes	Proposed Use	Warehouse building
Existing Zoning	Commercial General (CG) and Residential Multiple-Family (RM)	Proposed Zoning	Light Industrial (LI)

Oxygen Development Expansion- Light Industrial Planned Development Site Plan.
VC 1/12/2023

Existing Future Land Use	Light Industrial, Commercial and Medium Density Residential	Proposed Future Land Use	Light Industrial
Surrounding Existing Land Use, Future Land Use, and Zoning			
Direction	Existing Use	Future Land Use	Zoning District
North	Vacant lots, residential multifamily use and a church	Unknown Unincorporated PBC	Unknown Unincorporated PBC
South	Commercial Plaza and residential use	Commercial and Medium Residential	Commercial General (CG) and Residential Multiple-Family (RM)
East	Commercial offices and residential uses	Commercial	Commercial General (CG)
West	Vacant lot	Medium Density Residential	Residential Multiple-Family (RM)
Recommendation			
Planning, Zoning & Building Staff recommends conditional approval of the proposed Light Industrial Plan Development Site Plan for the proposed expansion of the Oxygen Development site to include a 150,780 square-foot warehouse building as depicted on the proposed site plan, based on consistency with the Village Comprehensive Plan and consistency with the CRA Congress Avenue District objectives.			



I. Site History

1525 South Congress Avenue

- Resolution 2008-87: Site Plan

On February 26, 2009, the Village Council adopted the above resolution approving with conditions a site development plan to allow the construction of 211,363 square foot two-story production and warehouse facility located at 1525 South Congress Avenue.

- Resolution 2009-32: Plat

On April 9, 2009, the Village Council approved a final plat for Oxygen-Forest Hill Center to subdivide the Forest Hill Center into six individual tracts plus including a water management tract.

- Temporary use permit.

On August 10, 2017, the Village Council approved a temporary use permit agreement to allow temporary parking on the vacant lot adjacent to the property to accommodate the employees of the facility.

II. Comprehensive Plan Consistency

The subject property's is undergoing Future Land Use Amendment and Rezoning to the Light Industrial designation and category, respectively. The proposed small-scale land use amendment and rezoning supported with a planned development site plan, are consistent with goals, objectives, and policies of the Village's Comprehensive Plan.

III. Neighborhood Compatibility

- 1) The proposed project is located west of Congress Avenue north of Forest Hill Boulevard.
- 2) Surrounding properties are a mix of residential and commercial uses.
- 3) The property is located within the Congress CRA District.
- 4) The Village Center is located within 1 mile.
- 5) A mix of different uses like general retails, restaurants, grocery supermarket and professional offices are located on the proximities along Military Trail.
- 6) Available public transportation on Congress Avenue is existing within less than ¼ mile from the property.

IV. Consistency with Palm Springs Congress District CRA

1. Detailed Description of the Proposal's Consistency with Five (5) Key Goals of CRA

I. Improving Utilities and Infrastructure

New utilities and infrastructure will be provided for the proposed warehouse use. The drainage from the site will be located at the southeast corner of the site, which will help buffer the adjacent residential uses from the proposed use.

II. Expanding Job Development and Economic Growth

The expansion of the Oxygen Development campus to bring the company's warehouse facilities to the Village. The warehouse use will bring jobs to the Village along with the jobs created during the construction phase. This investment in the Village and use of infill property meets the goals of the CRA.

III. Enhancing Public Safety

With the expansion of the project, an additional access point to the Oxygen Development site has been provided from Lone Pine Way. Currently, the site has two access points from Congress Avenue. The additional access point will allow for improved traffic circulation for the site and provide public safety vehicles another access points in the case of emergencies.

IV. Increasing and Maintaining Workforce Housing

Although residential is not proposed, the request will result in new jobs within the Village which will help reduce any transportation costs for residents working there.

V. Advancing the Partnership with Palm Beach County

The Applicant will continue work with Palm Beach County with regards to the proposed request. Palm Beach County Traffic Division has issued a TPS approval letter for the proposed development

2. Proposal's effect on existing conditions (identified in CRA Community Redevelopment Plan) in the CRA District. The proposed development will convert approximately 7 acres of vacant land and existing drainage lake to the proposed warehouse building. The 3.4 acres of existing residential land owned by the Applicant will be converted to a 1.66-acre lake, a dry detention area and landscape buffers. The proposed expansion reflects the plan's desire for urban development with the CRA.

3. Proposal's ability to assist in achieving strategies and objectives of the Palm Springs CRA.

The proposed expansion will bring additional jobs to the Village, which is consistent with Goal II of CRA plan. In addition, the request is consistent with Goal VI which states: "Increase redevelopment activity on Lake Worth Road and Congress Avenue through incentives and the encourages of parcel assemblage for quality redevelopment." The Applicant has assembled adjacent parcels to allow for the expansion of the Oxygen Development campus to bring its warehouse use to the Village.

VI. Regulatory Issues

- The site plan generally conforms to the property development standards of the Light Industrial Planned Development.

- 1) Proposed project plan generally meets required site development regulations.
- 2) A Light Industrial Land Use designation and Light Industrial zoning designation shall be approved prior to consideration of the proposed Site Plan.
- 3) The applicant is responsible to acquire all applicable permits from all regulatory agencies with jurisdiction over the project site, including but not limited to Palm Beach County, LWDD and the Village of Palm Springs.
- 4) Civil/Utility plans shall be approved by the Village's Engineer.
- 5) The northern 200 feet of the 40-foot-wide right-of-way of Dalinda Lane shall be abandoned prior to any building permit being issued.
- 6) The additional right-of-way along Lone Pine Way shall be dedicated to the Village prior to any building permit being issued.
- 7) Proposed Site Plan meets the Traffic Performance Standards of Palm Beach County.
- 8) Property shall be platted.

VI. Environmental Issues:

There are no environmental (wetlands, floodplains, etc.) issues identified.

VII. Community Outreach/ Notification

- The subject property was posted on October 29, 2022.
- Public Notification letters were mailed to all property owners within 300 feet radius of subject property on October 29, 2022.
- Legal advertisement was published in the paper on October 27, 2022.
- A community meeting with residents within 300' radius from the property was done on October 25, 2022, as a result of the meeting, the site plan was revised to alleviate residents' concerns.

VIII. Proposed Development Plan Details

The petitioner's development plans dated/received on August 3, 2022, depicts the following:

- Application for Small-Scale Land Use Amendment, Rezoning and Light Industrial Planned Development Site Plan approval for the construction of 150,780 square feet warehouse building.
 1. Site Plan dated/received August 3, 2022, revised, and resubmitted on October 28, 2022.
 2. Landscape plans dated/received August 3, 2022, revised, and resubmitted on October 28, 2022.
 3. Engineering plans dated/received August 3, 2022, revised, and resubmitted on October 28, 2022.
 4. Architectural plans dated/received August 3, 2022.
 5. Photometric plan dated/received August 3, 2022.
 6. Boundary survey.
 7. Traffic study.
 8. Project narrative and Justification Statement of proposed use.
 9. Drainage calculations.
 10. Rendering.
 11. Colored site plan.

IX. Recommendation

The property owner, Oxygen Holdings, LLC., is proposing an expansion of the Oxygen Development site to include a 150,780-square-foot warehouse building on 17.74 acres, generally located west of Congress Avenue and north of Forest Hills Boulevard. Currently, Oxygen Development leases warehouse space off-site and would like to bring that use to their existing campus in the Village. To achieve this desired expansion, the applicant is requesting an abandonment of a portion of Dalinda Lane Right-of-Way and a Site Development Plan.

The subject site includes 17.63 acres of land owned by the Applicant and approximately 0.102 acres of the Dalinda Lane right-of-way, which is requested to be abandoned as part of a separate request.

On February 26, 2009, the Village Council adopted Resolution 2008-87, approving the Oxygen Development site plan and Special Exception Use to allow for a Light industrial Planned Development to construct a 211,363 square foot manufacturing/warehouse building for the development of personal care services on the site.

Current, the applicant is seeking to expand the site to facilitate the construction of a 150,780-square-foot warehouse building. The proposed warehouse building will have a ground-level connection to the existing building to allow materials to be moved from one building without being impacted by inclement weather. The proposed expansion also includes 74 new parking spaces, relocation of 79 existing spaces, and the relocation of the existing drainage lake to the southwest portion of the subject site. In addition, a future phase has been identified for the development of 191 parking spaces on 2.04 acres, located north of the L-7 canal.

Access to the proposed site will use the existing two entrances on Congress Avenue with the trucks servicing the proposed warehouse using the same truck entrance as the existing Oxygen Development building. An additional

access to the site will be provided from the extension of Lone Pine Way into the site, which truck traffic will be directed away from Lone Pine Way and “No Truck Traffic” signs will be erected.

Planning, Zoning & Building Staff have conducted a review of the application and found the proposed Light Industrial Planned Development Site Plan to be consistent with goal, objectives, and policies of the Village’s Comprehensive Plan. The proposed project is generally consistent with the Land Development and zoning regulations and all other portions of the code. The proposed expansion will facilitate economic development with the Village, consistent with the Village Community Redevelopment Agency plan.

Planning, Zoning & Building Staff recommend conditional approvals of the Light Industrial Planned Development Site Plan for the construction of a 150,780 square foot warehouse building subject to the following forty (40) conditions below:

1. Build out date December 31, 2026.
2. The site plan approval is valid for 24 months of Village Council approval.
3. The final plat shall be approved by the Village Council and recorded **prior to issuance of a certificate of occupancy.**
4. The northern 200 feet of the 40-foot-wide right-of-way of Dalinda Lane shall be abandoned **prior to the issuance of any building permit.**
5. The additional right-of-way along Lone Pine Way shall be dedicated to the Village **prior to any building permit can be issued.**
6. Trucks traffic shall only utilize the existing entrances on Congress Avenue, no truck traffic shall be permitted through Long Pine Way.
7. **No parking** shall be allowed, under any circumstances, within the proposed future parking lot until the Site Plan is approved by The Planning, Zoning & Building Department and until property improvements are completed (site plan implemented). **No grass parking** shall be allowed without subsequent Village approval.
8. The proposed future parking lot adjacent to Congress Avenue shall be submitted through the Planning, Zoning & Building Department for review and administrative approval and permitting **prior to any improvements. No grass parking** shall be allowed without subsequent Village approval.
9. A Utility/Civil Plan shall be approved by the Village Engineer **at time of permitting.**
10. **At time of civil/utility review**, verify if any adjacent property is discharging or connected to the lake. If any property is affected, a mitigation plan shall be provided.
11. Identify any cross access or cross drainage, if any, at time of platting.
12. Water and sewer shall be provided by Palm Beach County. Applicant shall coordinate water/sewer details with PBCWUD including location of service, flows, etc. and shall comply with all PBCWUD requirements including Industrial Pretreatment Program. Copies of the water and sewer permits, and health department permits shall be submitted to the Planning, Zoning & Building Department **at time of permitting.**
13. Outside deliveries, including garbage pick-up shall not be permitted prior to 8:00 am or continue after 9:00 pm.
14. The construction dumpster shall be only provided by Waste Pro USA who is under franchise Agreement with the Village.
15. Conditions of approval stated in Village Engineer’s letter (Engenuity Group, Inc.) issued on September 16, 2022, shall be satisfied **at time of Civil/Utility application review.**
16. **At time of permitting**, provide value of construction and number of construction jobs created to be included in CRA annual report.
17. Any existing or proposed utility box/cabinet shall be screened from view, staff recommends wrapping the cabinets/box with a match design accordingly with the existing/proposed location.
18. Any existing or proposed utility easement shall not overlap more than 5’ the landscape buffer.
19. Photometric plans shall be approved by the Planning, Zoning & Building Department **at time of permitting.**
20. Landscaped areas shall be irrigated including but not limited to buffer, islands, planter boxes, etc. Irrigation plans shall be provided **at the time of permitting.** Non-potable water shall be used for the irrigation system per Village code.
21. Provide permits from all applicable permitting agencies, including but not limited to, LWDD, PBC Fire Department, PBCWUD, FDEP, FDOT and Village of Palm Springs **at the time of permitting.**

22. The property owner shall register an Agent of Record, prior to issuance of a permit, to establish a contact person responsible for compliance with this Development Order, including site plan/landscape plan details and conditions of approval.
23. A copy of the NPDES Notice of Intent for Generic Permit shall be submitted to the PZB Department at time of permitting.
24. A stabilized surface shall be provided at all times during construction for access by emergency vehicles.
25. All mechanical equipment's and above-ground infrastructure shall be screened from view.
26. The Applicant may be required to undertake additional security measures, based on the number of complaints, or calls for service for incidents at the premises, as determined by the Police Chief. Such additional security measures, as approved by the Police Chief, may include increased on-site security at the operator's sole expense.
27. Verify utility and easement locations to ensure that there are no conflicts with landscaping, revise **at time of permitting** as needed.
28. All new electric utilities shall be underground.
29. A pre-construction meeting shall be scheduled with the Village Planning, Zoning & Building Development Department prior to commencement of any construction activity. Permits are required from the Planning, Zoning & Building Department prior to commencing any construction or renovation. The project shall be constructed in accordance with the FBC edition in effect **at the time of permitting**.
30. A silt barrier shall be installed around the perimeter of the property (within the affected area for the site improvements and new building construction) prior to commencement of any site work or construction activity, and a track pad shall be installed at the construction entrance(s), both of which shall remain through substantial completion.
31. Any sidewalk broken or damaged during construction shall be replaced by the contractor **prior to CO**.
32. The Landscaping shall be certified by the Landscape Architect upon completion and **prior to Certificate of Occupancy/Certificate of Completion** of each improvement area.
33. Absolutely no occupancy, other than construction personnel, is permitted **prior to TCO/CO**.
34. Photometrics must be certified by an engineer **prior to CO**.
35. The civil engineer of record shall certify the site construction **prior to Certificate of Occupancy**.
36. The applicant may be required to provide a resident inspector for structural elements such as concrete pours in accordance with Section 109.1.3 FBC 2010 and F.S. 553.791. Determination shall be made at time of pre-construction conference with Planning Zoning & Building Director.
37. The General Contractor shall be on site during any and all construction activity in accordance with FS 489.1195.
39. **Not parking** is permitted on any adjacent property without subsequent Village approval.
40. **At the time of CO**, the petitioner shall provide the Planning, Zoning & Building Department with electronic copies of as-builts.

PROJECT NARRATIVE

OXYGEN DEVELOPMENT EXPANSION AND SITE PLAN AMENDMENT

October 26, 2022



Urban Planning and Design
Landscape Architecture
Communication Graphics

Request

Please accept this request by the Applicant and property owner, Oxygen Holdings, Inc., for the expansion of the Oxygen Development site to include a 150,780-square-foot warehouse building on 17.74 acres, generally located west of Congress Avenue and north of Forest Hills Boulevard. Currently, Oxygen Development leases warehouse space off-site and would like to bring that use to their existing campus in the Village. To achieve this desired expansion, the Applicant is requesting development applications an Abandonment of a Village Right-of-Way and a Site Plan amendment.

Please note that the subject site includes 17.63 acres of land owned by the Applicant and approximately 0.102 acres of the Dalinda Lane right-of-way, which is requested to be abandoned as part of this request.

On February 26, 2009, the Village Council adopted Resolution 2008-87, which approved the Oxygen Development site plan on 14.36 acres. With this approval, the site had two parcels with a Commercial Future Land Use designation and a parcel with a Medium Density Residential designation was changed so all parcels within this site plan have a Light Industrial Future Land Use designation. At the same time, the western 4.27 acres of the site was rezoned from Residential Medium to a General Commercial zoning designation. As a result, the entire, existing Oxygen Development site has a General Commercial zoning designation. During the 2009 approval process, a Special Exception was granted to the site to allow for a Planned Unit Development for the Light Industrial use. With these approvals, the Village approved the 211,363 square feet Oxygen Development building, which consists of 44,485 square feet of office space and 166,878 square feet of warehouse/manufacturing space for the development of personal care services on the site.

With the proposed applications, the Applicant is seeking to follow the similar application processes to expand the site to facilitate the construction of a requested 150,780-square-foot warehouse building. The proposed warehouse building will have a ground-level connection to the existing building to allow materials to be moved from one building without being impacted by inclement weather. The proposed expansion also includes 74 new parking spaces, relocation of 79 existing spaces, and the relocation of the existing drainage lake to the southwest portion of the subject site. In addition, a future phase has been identified for the development of 191 parking spaces on 2.04 acres, located north of the L-7 canal and connected to the Oxygen Development campus by the existing sidewalk along South Congress Avenue.

The proposed expansion will help continue to facilitate economic development with the Village, consistent with the Village Comprehensive Plan and Community Redevelopment Agency plan. In addition, the expansion of this light industrial use will provide additional revenues to the Village on subject properties which are either vacant or underdeveloped. This economic development will also help diversify the Village's land use mix, which provides for a stable economic base for the Village.

Location

The 17.74-acre site is generally located west of Congress Avenue and north of Forest Hill Boulevard. The proposed site is located within the Urban Redevelopment Area and the Village's

West Palm Beach Office: 610 Clematis Street Suite CU-02 West Palm Beach, FL 33401 P. 561-366-1100

Boynton Beach Office: 508 E. Boynton Beach Blvd. Boynton Beach, FL 33435 P. 561-736-8838

www.udsfloirida.com LCC000035

Community Redevelopment Area's Congress Avenue District. The subject site has a Future Land Use Designation of Light Industrial, Commercial, and Medium Density Residential and a zoning designation of General Commercial and Residential Multi-Family. With this request, the Applicant is looking to have the entire site with Light Industrial Future Land Use and Zoning designations.

Access

Access to the proposed site plan will use the existing two entrances off of Congress Avenue with the trucks servicing the proposed warehouse using the same truck entrance as the existing Oxygen Development building. An additional access to the site will be provided from the extension of Lone Pine Way into the subject site, which will improve the circulation on the site. Please note that truck traffic will be directed away from Lone Pine Way and "No Truck Traffic" signs will be erected.

Parcel Information

The following table provides information regarding the individual parcels, all owned by the Applicant, which consist of the subject site.

PCN#	Address	Acreage	Existing Use	Existing FLU	Proposed FLU	Existing Zoning District	Proposed Zoning District
70-43-44-07-37-006-0000	1525 S. Congress Avenue	6.99 acres	Oxygen Development	Light Industrial	Same	Commercial General (CG)	Same
70-43-44-07-37-008-0000	None	0.57 acres	Vacant	Light Industrial	Same	Commercial General (CG)	Same
70-43-44-07-37-007-0000	None	5.50 acres	Vacant	Light Industrial	Same	Commercial General (CG)	Same
70-43-44-07-37-012-0000	None	1.43 acres	Lake	Light Industrial	Same	Commercial General (CG)	Same
70-43-44-07-00-000-5100	1636 Lone Pine Way	0.31 acres	SF home	Medium Density Residential	Light Industrial	Residential Multi-Family (RM)	Commercial General (CG)
70-43-44-07-00-000-5101	None	0.58 acres	Vacant	Medium Density Residential	Light Industrial	Residential Multi-Family (RM)	Commercial General (CG)
70-43-44-07-00-000-5110	None	0.88 acres	Vacant	Medium Density Residential	Light Industrial	Residential Multi-Family (RM)	Commercial General (CG)
70-43-44-07-04-000-0050	1660 Dalinda Lane	0.33 acres	4-Plex	Medium Density Residential	Light Industrial	Residential Multi-Family (RM)	Commercial General (CG)
70-43-44-07-04-000-0040	1690 Dalinda Lane	0.33 acres	SF Home	Medium Density Residential	Light Industrial	Residential Multi-Family (RM)	Commercial General (CG)
70-43-44-07-04-000-0060	1659 Dalinda Lane	0.33 acres	4-Plex	Medium Density Residential	Light Industrial	Residential Multi-Family (RM)	Commercial General (CG)
70-43-44-07-04-000-0070	1677 Dalinda Lane	0.33 acres	4-Plex	Medium Density Residential	Light Industrial	Residential Multi-Family (RM)	Commercial General (CG)
Dalinda Lane ROW	None	0.18 acres	Local Street	None	Light Industrial	None	Commercial General (CG)

Site Plan Analysis

As indicated above, Oxygen Development is looking to expand its current facilities at 1525 S. Congress Avenue to bring its warehouse operations to the Village. Currently, Oxygen Development has its warehouse facilities off-site, which is a 5-mile drive from its Palm Springs' facility. With these applications, Oxygen Development is requesting to expand its current site by 3.4 acres to add a 150,780 square-foot warehouse to the west of the existing building.

The proposed warehouse building will be linked to the existing building through an approximately 52-foot-wide connection. This connection will allow for materials to be moved from one building to the other without impeding traffic circulation or impacts from inclement weather.

The proposed warehouse will be located within the original site boundary, which is currently vacant and has a drainage lake. With this proposed amendment, the existing lake will be filled in and a new 1.66-acre lake and dry detention area provided. This area of the site currently features vacant lands and residential uses owned by the Applicant. The site will provide drainage for the entire Oxygen Development campus.

The proposed site plan amendment requires 354 parking spaces and 354 parking spaces provided. Seventy-four (74) additional parking spaces will be provided on site with 79 existing spaces relocated. In addition, a future phase has been identified for the development of 191 parking spaces on 2.04 acres, located north of the L-7 canal and connected to the Oxygen Development campus by a five-foot sidewalk. The site will have 31% of impervious area consisting of open space, lake area and landscaping.

Palm Beach County has issued a Traffic Performance Standards (TPS) approval letter for the proposed warehouse building. The letter and traffic report are attached for your review and information.

Landscaping

The applicant is proposing an Affected Area Landscape Plan that will expand on the existing landscape vegetation. The required buffers will provide screening to the adjacent properties. Trees provided along the buffers will be mixture of Brazilian Beauty leaf, Buttonwood, Silver Buttonwood, Live Oaks and Magnolia's as well as Royal Palms. A hedge of shrubs, Cocoplum and Silver Buttonwood, will also be provided within the buffers. Live Oak trees and a mixture of shrubs have been proposed within the parking landscape islands.

Adjacent to the proposed building along the North side, landscaping has been provided as a screen to soften the building from views across from the LWDD L-7 Canal. The landscaping along the proposed building includes East Palatka Holly trees, Sabal Palms (at various heights), Green Buttonwood hedge, and Liriope shrubs.

Architecture

The proposed warehouse building will be 150,780-square-feet in size and will be located directly west of the existing Oxygen Development building. Entrances to the building have been placed on the south and western elevations. Similar to the existing Oxygen Development building, loading for the proposed warehouse will take place on the building's southern elevation. A connection is proposed between the requested warehouse and the existing building to allow for materials to be moved within the campus without being affected by inclement weather. The proposed warehouse will have a maximum height of 45 feet, which is consistent with the Village Code limitation.

Consistency with the Village Comprehensive Plan

The requested expansion of the Oxygen Development site to include the proposed warehouse facility is consistent with several of the Village's Comprehensive Plan goals, objectives and policies regarding land use, redevelopment activities and economic development.

Some of the applicable objective and policies have been provided below in **bold** and our statements of compliance follow in *italics*.

Objective C: The Light Industrial Future Land Use category shall allow as permitted uses establishments which will accommodate employment centers using light- assembly, manufacturing, warehouse, distribution, showroom, and non-local office needs of the Village.

The request will provide for a warehouse use which is permitted within the existing and proposed Light Industrial future land use category described within this Objective.

Policy C.4: Light industrial development shall not exceed a floor area ratio (FAR) of 1.0 and the maximum impervious surface for development within this category shall not exceed 85% of the total acreage.

The proposed Oxygen Development expansion will have a Floor Area Ratio of 0.37 and the impervious area will be 69%. The proposed development is consistent with this policy.

Policy A.6: Continually maintain and update, when necessary, development regulations which assure efficient, high quality residential design construction, and redevelopment activities.

The request will provide a modern, high-quality warehouse facility on underutilized lands within the Forest Hill Boulevard and Congress Avenue employment center. The proposed warehouse will be located on vacant land west of the existing Oxygen Development facility.

Policy P.1: The Urban Redevelopment Area (URA) – The purpose of the URA is to focus on redevelopment and infill efforts by promoting economic growth, improving the present conditions of infrastructure, investment and reinvestment in the area, and discouraging urban sprawl by directing development where resources exist.

The subject site is located within the identified URA, which encourages infill and redevelopment activities such as the proposed Oxygen Development expansion. The addition of warehouse facilities to the subject site reflects the Applicant's investment in the Village and its economic growth.

Policy P. 3: Mixed-use centers and employment centers shall be encouraged in the Urban Redevelopment Area (URA) where appropriate.

The proposed request represents an expansion of the existing employment center along Congress Avenue in the Urban Redevelopment Area. The facilities are close to public transit stops, transportation routes and workforce housing.

Consistent with the Village Community Redevelopment Area plan

The requested expansion of the Oxygen Development campus and the Congress Avenue and Forest Hill Boulevard employment center is consistent with the Village's Community Redevelopment Area (CRA) plan and strategies.

As required by the Village's development application, the following are CRA criteria which have been provided below in **bold** and our responses follow in *italics*.

1) Detailed Description of Proposal's Consistency with Five (5) Key Goals of CRA

a. Improving Utilities and Infrastructure

New utilities and infrastructure will be provided for the proposed warehouse use. The drainage from the site will be located at the southeast corner of the site, which will help buffer the adjacent residential uses from the proposed use.

b. Expanding Job Development and Economic Growth

The expansion of the Oxygen Development campus to bring the company's warehouse facilities to the Village. The warehouse use will bring jobs to the Village along with the jobs created during the construction phase. This investment in the Village and use of infill property meets the goals of the CRA.

c. Enhancing Public Safety

With the expansion of the project, an additional access point to the Oxygen Development site has been provided from Lone Pine Way. Currently, the site has two access points from Congress Avenue. The additional access point will allow for improved traffic circulation for the site and provide public safety vehicles another access points in the case of emergencies.

d. Increasing and Maintaining Workforce Housing

Although residential is not proposed, the request will result in new jobs within the Village which will help reduce any transportation costs for residents working there.

e. Advancing the Partnership with Palm Beach County

The Applicant will continue work with Palm Beach County with regards to the proposed request. Palm Beach County Traffic Division has issued a TPS approval letter for the proposed development.

2) Proposal's effect on existing conditions (identified in CRA Community Redevelopment Plan) in the CRA District

The proposed development will convert approximately 7 acres of vacant land and existing drainage lake to the proposed warehouse building. The 3.4 acres of existing residential land owned by the Applicant will be converted to a 1.66-acre lake, a dry detention area and

landscape buffers. The proposed expansion reflects the plan's desire for urban development with the CRA.

3) Proposal's ability to assist in achieving strategies and objectives of the Palm Springs CRA

The proposed expansion will bring additional jobs to the Village, which is consistent with Goal II of CRA plan. In addition, the request is consistent with Goal VI which states: "Increase redevelopment activity on Lake Worth Road and Congress Avenue through incentives and the encourages of parcel assemblage for quality redevelopment." The Applicant has assembled adjacent parcels to allow for the expansion of the Oxygen Development campus to bring its warehouse use to the Village.

Abandonment of Right-Of-Way

To facilitate the development of the proposed project, a 1.66-acre lake is proposed at the southwest corner of the site to provide drainage for the expanded site. A survey of the subject site is provided for your review. The right-of-way requested to be abandoned is the northern 200 feet of the 40-foot-wide right-of-way for Dalinda Lane, which is located between four parcels which are owned by the Applicant, Oxygen Holdings, LLC. The Indemnification and Hold Harmless Agreement will be provided as the development review process continues.

Photos of Subject Site



1 Southwest View of Existing Building from northeast corner of the site.



2_Northwest View of Existing Building



3 View along LWDD canal on north property line



4 Looking southwest across existing lake



5 Northern view from vacant land west of existing site



6 View of Vacant Land on Lone Pine Way.



7 Existing structure on Lone Pine Way



8 Looking west on Dalinda Lane.



9 Looking West on Dalinda Lane.

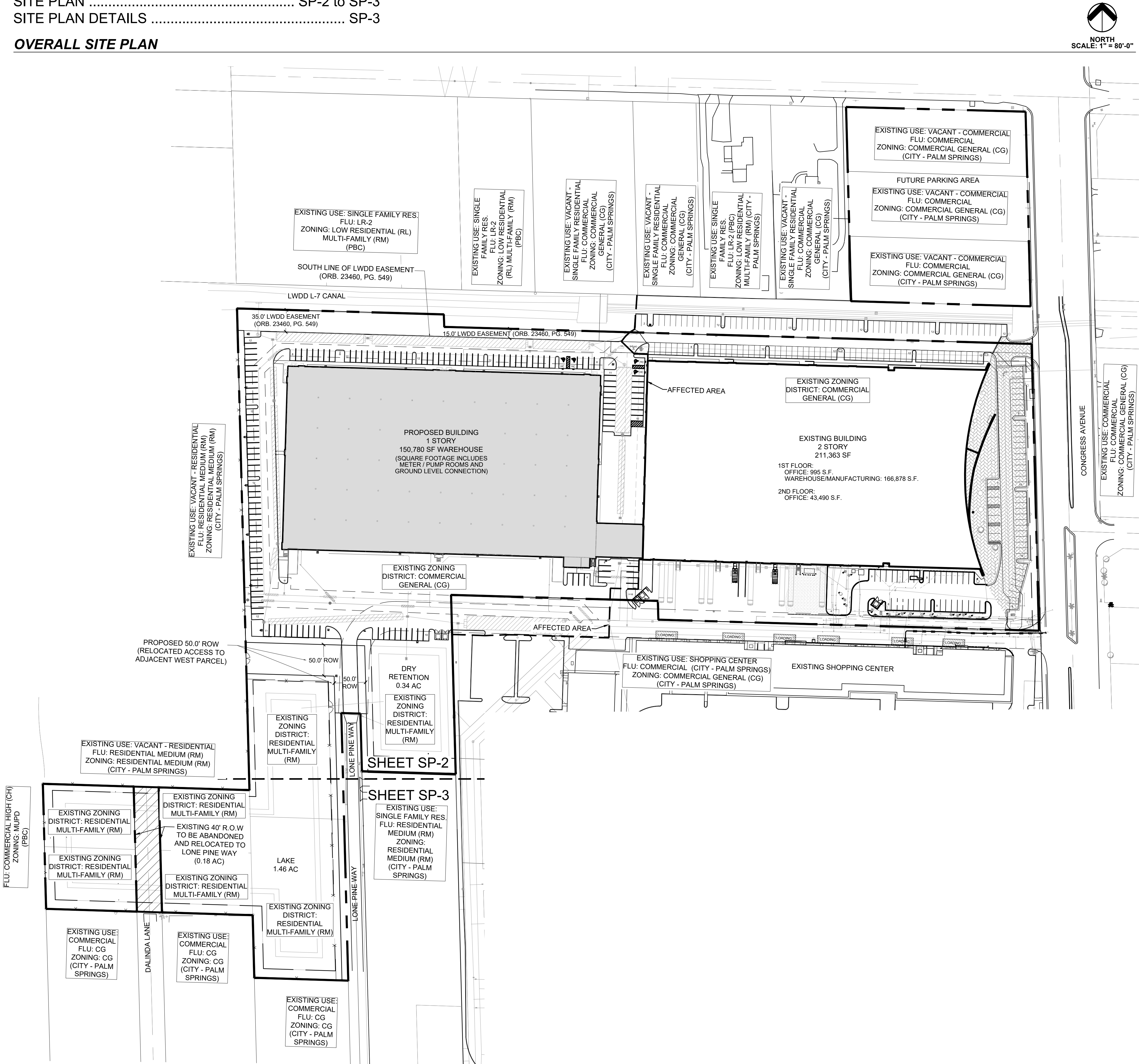
SHEET INDEX

OVERALL SITE PLAN SP-1

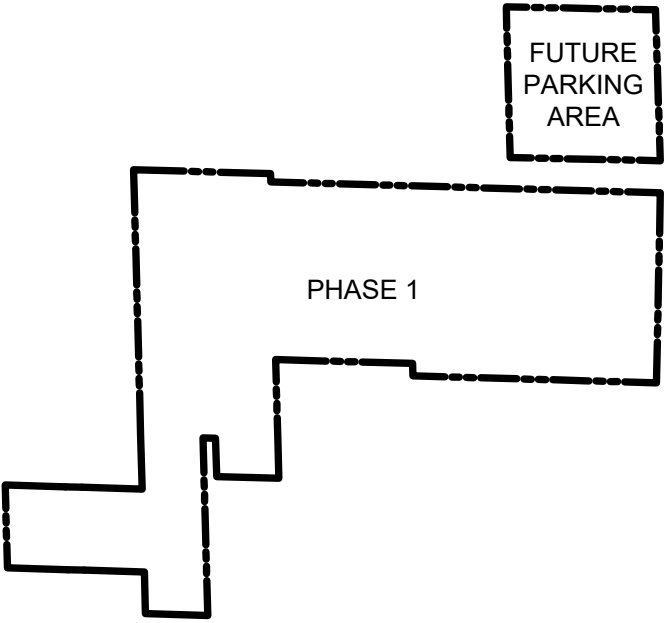
SITE PLAN SP-2 to SP-3

SITE PLAN DETAILS SP-3

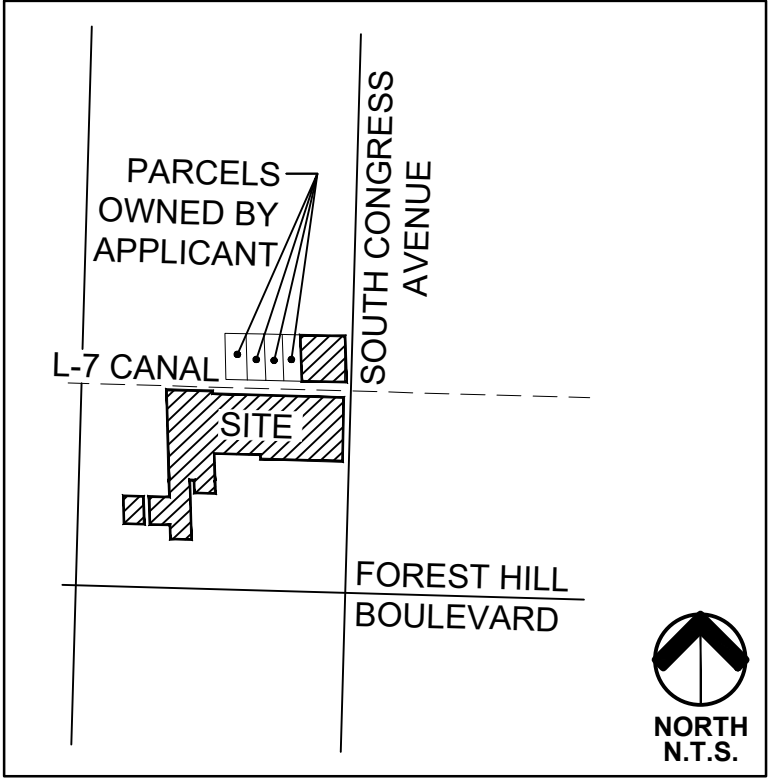
OVERALL SITE PLAN



PHASING MAP



LOCATION MAP



SITE DATA

APPLICATION NAME:	OXYGEN DEVELOPMENT		
EXISTING FUTURE LAND USE:	LIGHT INDUSTRIAL / COMMERCIAL / MEDIUM DENSITY RESIDENTIAL		
EXISTING ZONING DISTRICT:	COMMERCIAL GENERAL AND RESIDENTIAL MEDIUM		
OVERLAY:	URA/TCEA		
SECTION/TOWNSHIP/RANGE:	07/44/43		
PCN:	70-43-44-07-37-006-0000	70-43-44-07-00-000-5100	70-43-44-07-04-000-0040
	70-43-44-07-37-008-0000	70-43-44-07-00-000-5101	70-43-44-07-04-000-0060
	70-43-44-07-37-007-0000	70-43-44-07-00-000-5110	70-43-44-07-04-000-0070
	70-43-44-07-37-012-0000	70-43-44-07-04-000-0050	70-43-44-07-03-003-0010
	70-43-44-07-03-003-0020	70-43-44-07-03-003-0030	
TOTAL GROSS SITE AREA:	17.643 AC (768,529.08 SF)		
PHASE 1 - INCLUDES AFFECTED AREA			
AFFECTED AREA			
TOTAL SITE AREA - AFFECTED AREA:	17.643 AC (768,529.08 SF)		
EXCLUDES FUTURE PARKING AREA			
PROPOSED BUILDING COVERAGE:	41.4% (318,653 SF)		
INCLUDES EXISTING & PROPOSED BLDG.			
PERMITTED BUILDING HEIGHT:	45'-0"		
EXISTING BUILDING HEIGHT:	35'-9" MAX. (2 STORIES)		
PROPOSED BUILDING HEIGHT:	ENTRY FEATURES 45'-0" MAIN PARAPET 42'-6"		
REQUIRED PARKING:	354 TOTAL SPACES		
OFFICE 1/200	223 SPACES		
EXISTING BLDG @ 44,485 SF			
PROPOSED BLDG @ 0 SF			
WAREHOUSE /MANUFACTURING	131 SPACES		
EXISTING BLDG @ 166,878 SF			
1/3000 = 56 *VARIANCE APPROVED			
PROPOSED BLDG @ 150,780 SF			
1/2000 = 75			
PROPOSED PARKING:	354 TOTAL SPACES		
EXISTING PARKING	201 SPACES (ORIGINALLY 280 SPACES)		
(-79 SP. FROM EXISTING)			
PROPOSED PARKING	153 SPACES		
HC SPACES @ 11			
IMPERVIOUS AREA:	69% / 12.34 AC (537,849.72 SF)		
PERVIOUS / OPEN SPACE:	31% / 5.303 AC (230,679.36 SF)		
INCLUDES LAKE & DRY RETENTION			
WATER SURFACE AREA:	1.46 AC		
LAKE TRACT AREA:	2.56 AC		
INCLUDES L.M.E. & SLOPE			
FUTURE PARKING AREA			
TOTAL SITE AREA - FUTURE PARKING AREA:	2.045 AC (89,080.19 SF)		
EXCLUDES AFFECTED AREA			

DEVELOPMENT TEAM

OWNER / APPLICANT: OXYGEN DEVELOPMENT 1525 S CONGRESS AVE. PALM SPRINGS, FL 33406	SURVEYOR: ENGENUITY GROUP INC. 1201 BELVEDERE RD. WEST PALM BEACH, FL 33405 561.655.1151
LANDSCAPE ARCHITECT & PLANNER: URBAN DESIGN STUDIO 610 CLEMATIS STREET, SUITE CU02 WEST PALM BEACH, FL 33401 (561) 366-1100	CIVIL ENGINEER: LDI LAST DEVENPORT, INC. 1860 OLD OKEECHOBEE RD., SUITE 504 WEST PALM BEACH, FL 33409 561.615.6567
ARCHITECT: HNM ARCHITECTURE 4208 SIX FORKS RD. SUITE 1000 RALEIGH, NC 27609 919.480.8538	TRAFFIC ENGINEER: SIMMONS & WHITE, INC. 2581 METROCENTRE BLVD., SUITE 3 WEST PALM BEACH, FL 33407 561.478.7848

GENERAL NOTES

- BASE INFORMATION OBTAINED FROM SURVEY PREPARED BY ENGENUITY GROUP INC. DATED 03.28.22
- ALL STOP BARS SHALL BE SETBACK 4' IN ADVANCE OF PEDESTRIAN CROSSWALKS.
- ACCESSIBLE PAVED ROUTES SHALL NOT EXCEED A 20:1 SLOPE.
- STOP BAR WILL BE WHITE PAVERS OR THERMOPLASTIC ON ASPHALT.
- CURBING DETAILS TO BE SHOWN ON ENGINEERING CONSTRUCTION PLANS.
- SEE ENGINEERING PLANS FOR ROADWAY CROSS SECTIONS.
- SURROUNDING INFORMATION AND PLANS ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY.
- HANDICAP PARKING SIGNS SHALL BE PLACED BEHIND THE SIDEWALK IN AREAS WHERE SIDEWALK ABUTS THE STALL AND OUTSIDE THE TWO (2)' FOOT OVERHANG AREA WHERE WHEEL STOPS ARE NOT PROVIDED.



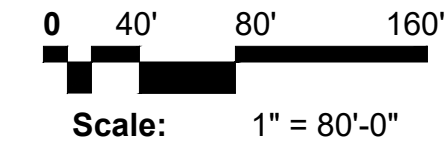
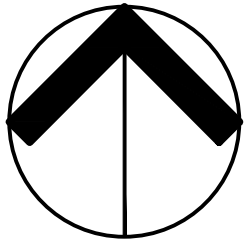
Urban Planning & Design
Landscape Architecture
Communication Graphics

610 Clematis Street, Suite CU02
West Palm Beach, FL 33401
561.366.1100 FAX 561.366.1111
www.udsfiorida.com
#LCC000035

Copyright:
All ideas, designs, arrangements, and plans represented by this drawing are owned by and the property of the designer, and were created for the exclusive use of the specified project. These ideas, designs, arrangements or plans shall not be used by, or disclosed to any person, firm, or corporation without the written permission of the designer.

Oxygen Development

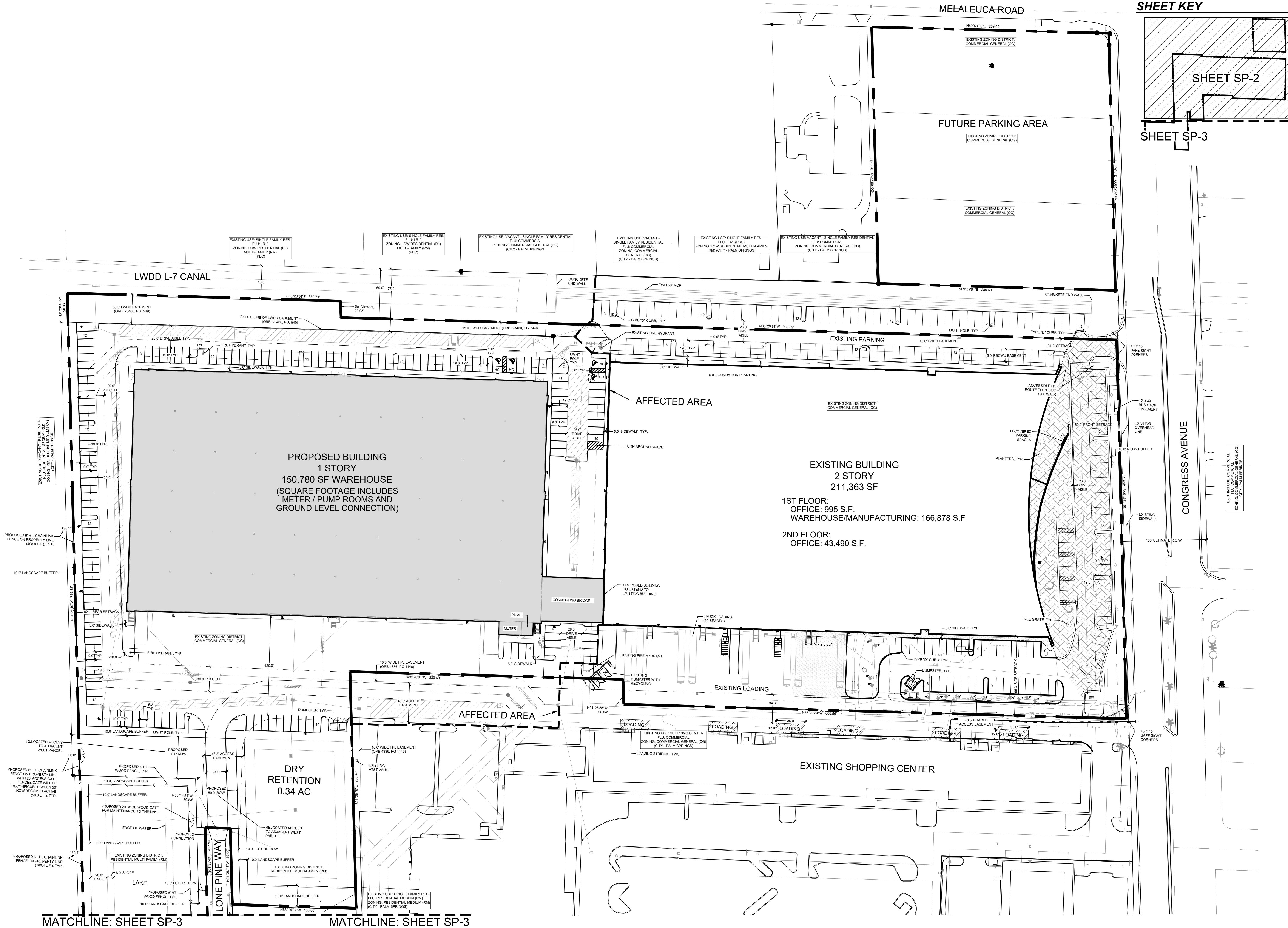
Palm Springs, Florida
Site Plan



Date:	09.2020
Project No.:	07-066.002
Designed By:	JEB
Drawn By:	JEB
Checked By:	WJT

Revision Dates:	
05-12-2022	SUBMITTAL
07-29-2022	SUBMITTAL
09-09-2022	RESUBMITTAL
09-20-2022	RESUBMITTAL
10-27-2022	RESUBMITTAL

SP-1
of 3



SHEET KEY

SHEET SP-2

SHEET SP-3

urban design studio

Urban Planning & Design
Landscape Architecture
Communication Graphics

610 Clematis Street, Suite CU02
West Palm Beach, FL 33401
561.366.1100 FAX 561.366.1111
www.udsfllorida.com
#LCC000035

Copyright:
All ideas, designs, arrangements, and plans represented by this drawing are owned by and the property of the designer, and were created for the exclusive use of the specified project. These ideas, designs, arrangements or plans shall not be used by, or disclosed to any person, firm, or corporation without the written permission of the designer.

Oxygen Development

Palm Springs, Florida
Site Plan

NORTH

0 20' 50' 100'

Scale: 1" = 50'-0"

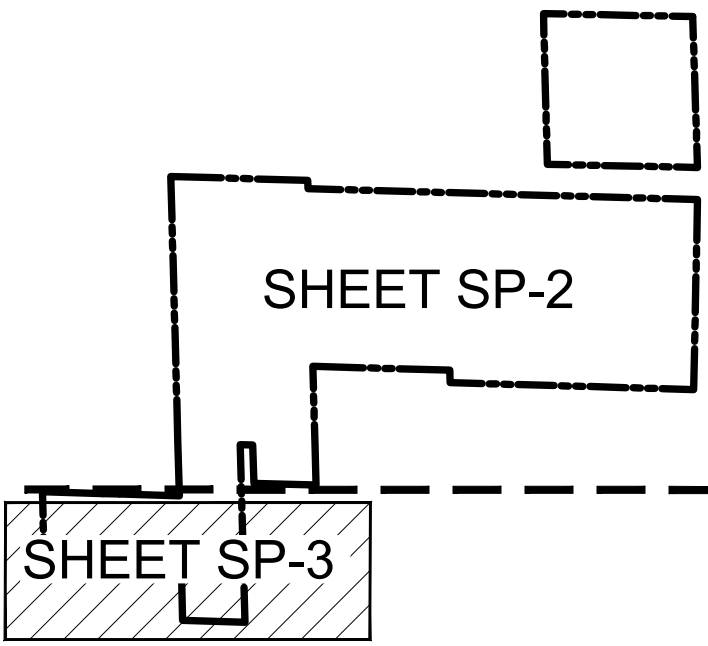
Date: 09.2020
Project No.: 07-066.002
Designed By: JEB
Drawn By: JEB
Checked By: WJT

Revision Dates:

05-12-2022	SUBMITTAL
07-29-2022	SUBMITTAL
09-09-2022	RESUBMITTAL
09-20-2022	RESUBMITTAL
10-27-2022	RESUBMITTAL

SP-2
of 3

SHEET KEY

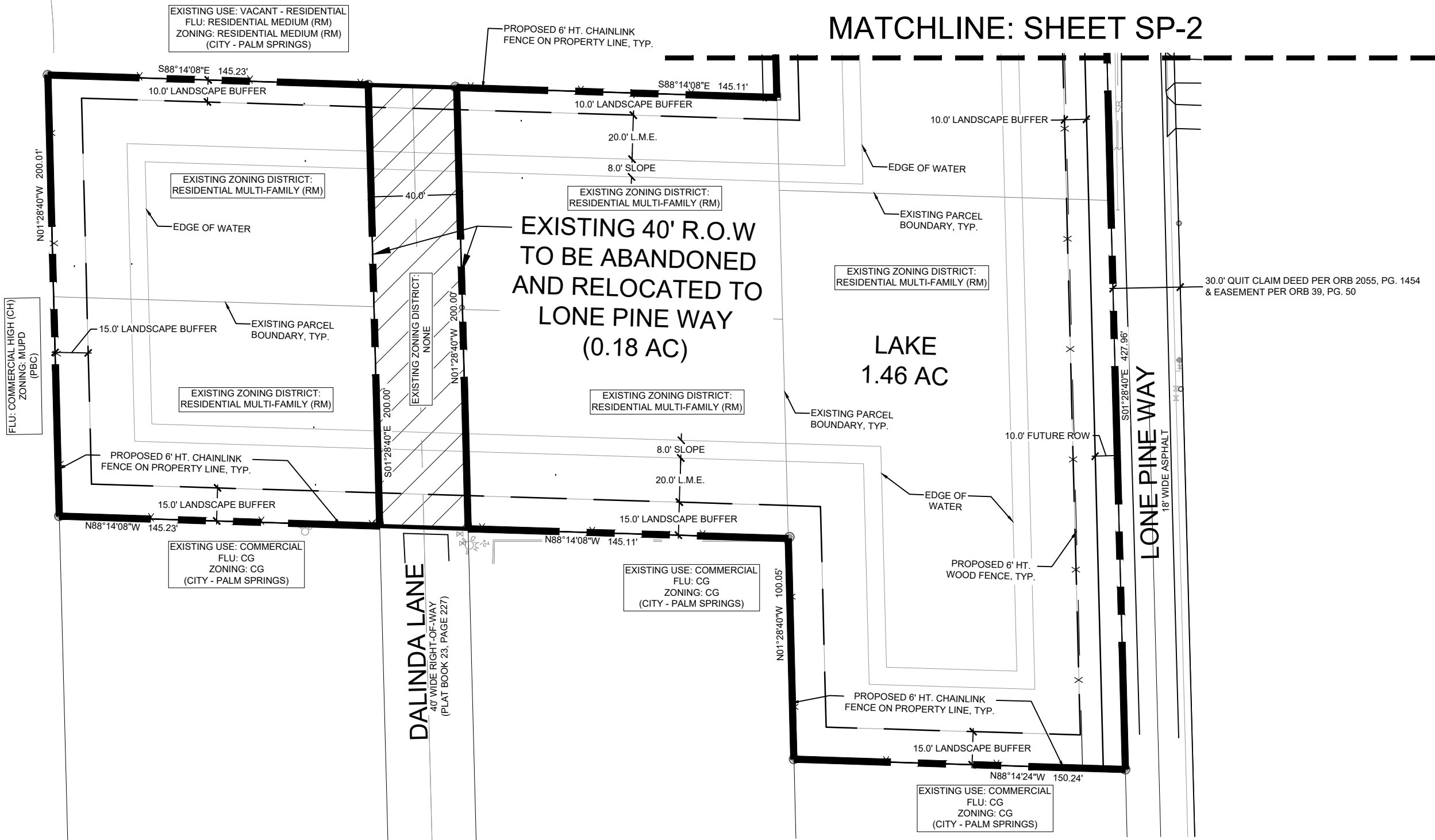


urban
design
studio

Urban Planning & Design
Landscape Architecture
Communication Graphics

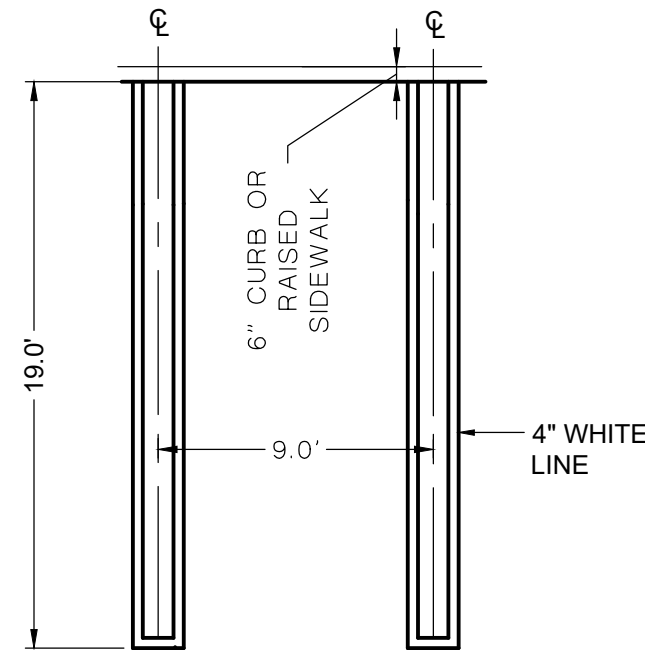
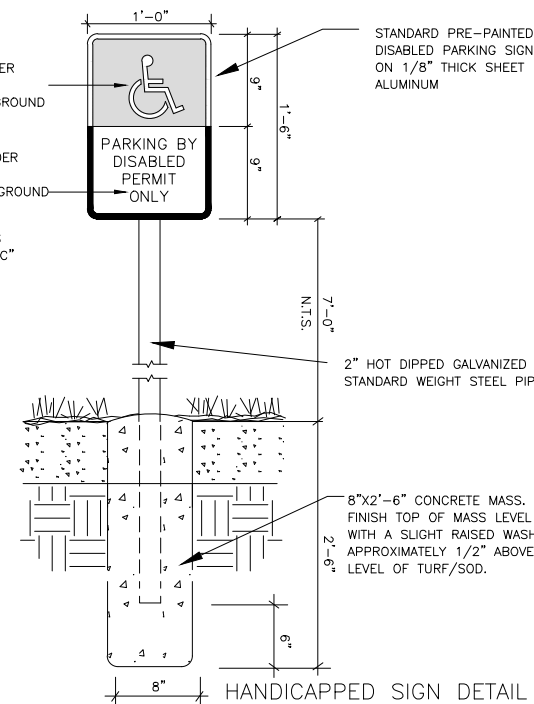
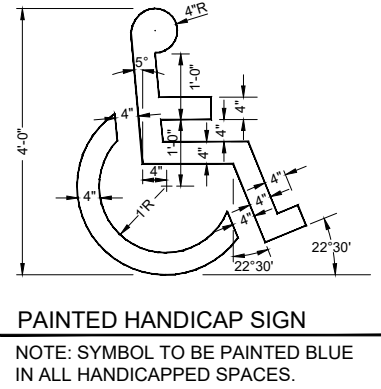
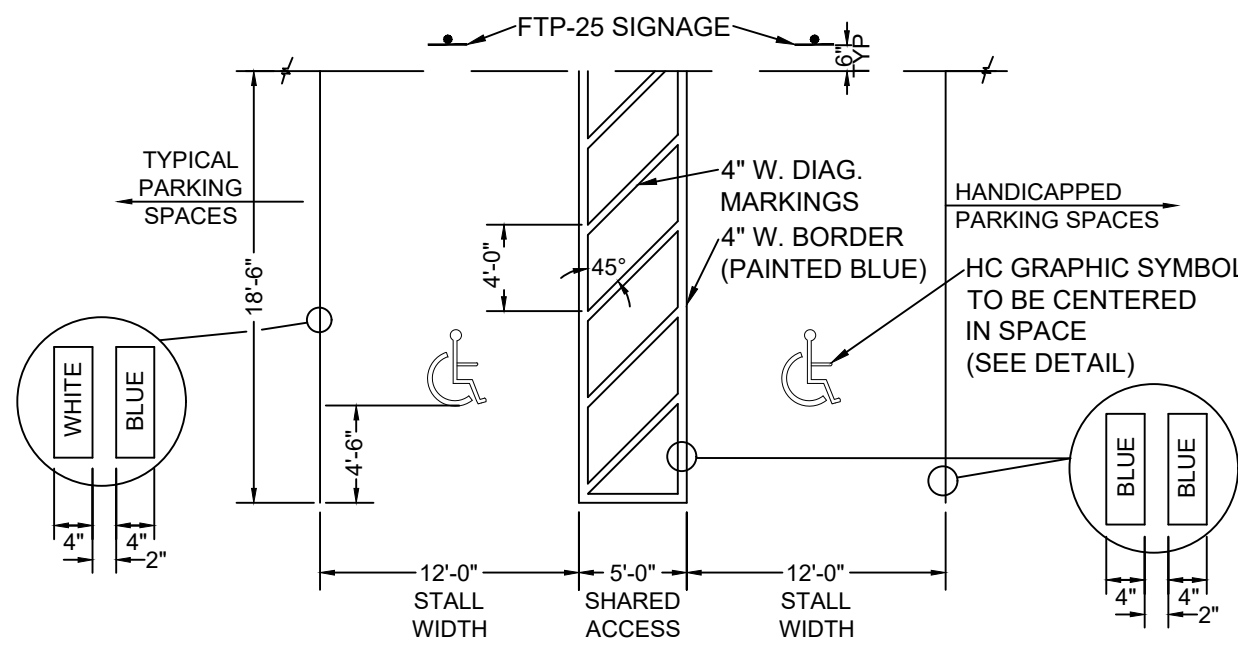
610 Clematis Street, Suite CU02
West Palm Beach, FL 33401
561.366.1100 FAX 561.366.1111
www.udsfllorida.com
#LCC000035

Copyright:
All ideas, designs, arrangements, and plans
represented by this drawing are owned by
the property of the designer, and were created
for the exclusive use of the specified project.
These ideas, designs, arrangements or plans
shall not be used by, or disclosed to any person,
firm, or corporation without the written
permission of the designer.

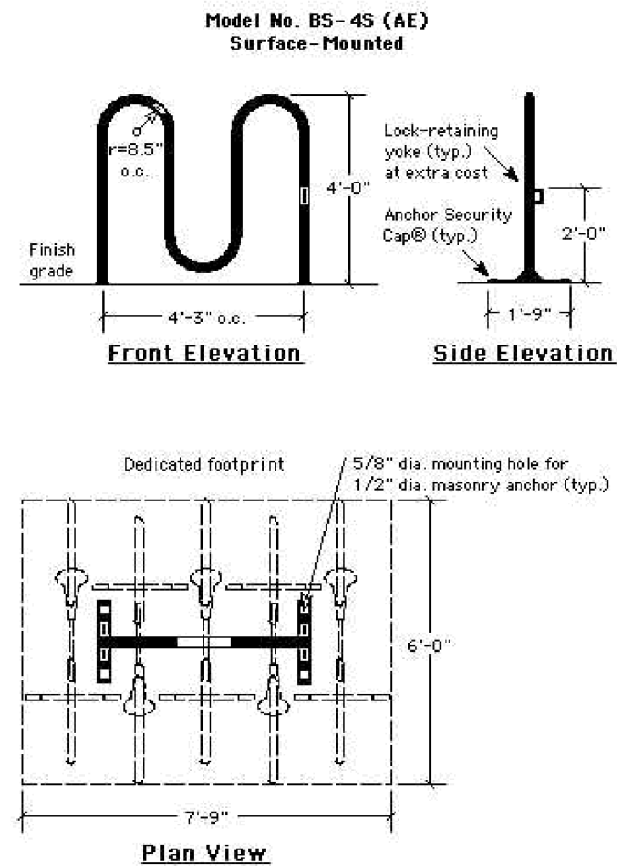


TYPICAL PARKING DETAIL (HC AND REGULAR PARKING SPACE)

N.T.S.

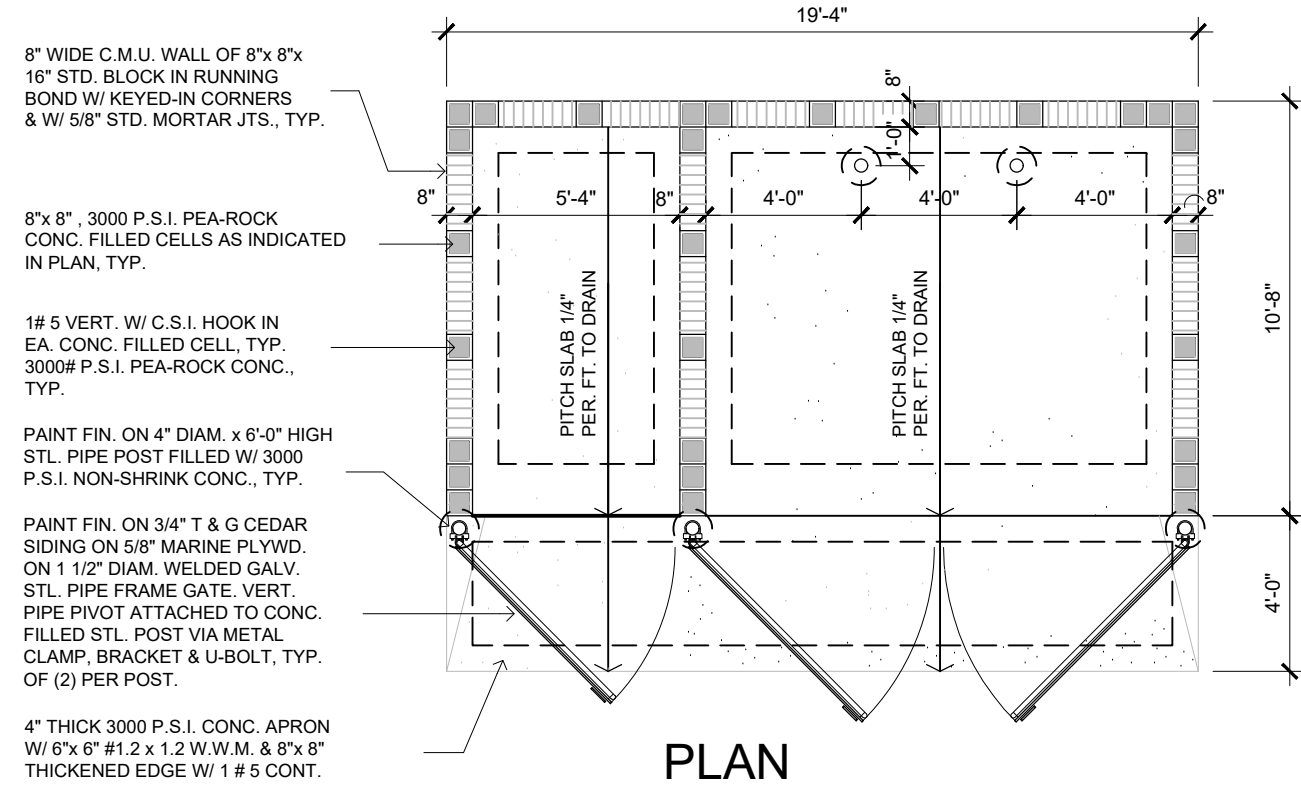
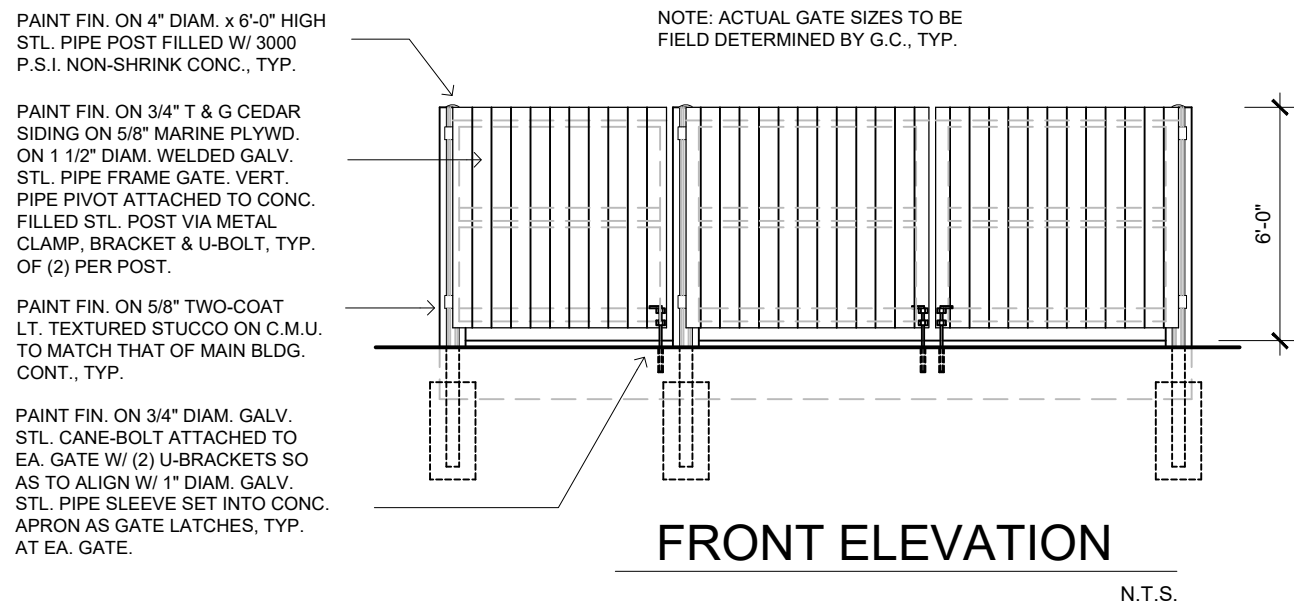


BIKE RACK DETAIL N.T.S.



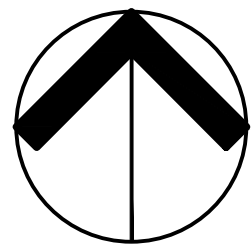
DUMPSTER ENCLOSURE WITH RECYCLING AREA

N.T.S.

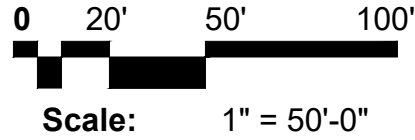


Oxygen Development

Palm Springs, Florida
Site Plan & Site Plan Details



NORTH



Date:	09.2020
Project No.:	07-066.002
Designed By:	JEB
Drawn By:	JEB
Checked By:	WJT
Revision Dates:	
05-12-2022	SUBMITTAL
07-29-2022	SUBMITTAL
09-09-2022	RESUBMITTAL
09-20-2022	RESUBMITTAL
10-27-2022	RESUBMITTAL

SP-3
of 3

NOTE: These Landscape Plans have been prepared to satisfy Palm Springs zoning requirements and to conceptually reflect landscape requirements for the site. They are not to be utilized for construction drawings until final engineering and architectural plans are available. These drawings are not to be used for Building Permit application until these plans are finalized.

PLANT SCHEDULE - PHASE 1

- | TREES | CODE | QTY | BOTANICAL / COMMON NAME | NATIVE | DROUGHT TOLERANT |
|---|------|-----|--|--------|------------------|
|  | BU | 4 | <i>Bursera simaruba</i> / Gumbo Limbo
12' Ht. x 2" Cal., 5' CT. Min., 5' Spr. Min. Single
Straight Trunk, Full Canopy, No Crotch | Yes | Very |
|  | CB | 30 | <i>Calophyllum brasiliense</i> / Brazilian Beautyleaf
12' Ht. x 2" Cal., 5' CT. Min., 5' Spr. Min. Single
Straight Trunk, Full Canopy, No Crotch | No | Very |
|  | CE | 28 | <i>Conocarpus erectus</i> / Buttonwood
12' Ht. x 2" Cal., 5' CT. Min., 5' Spr. Min. Single
Straight Trunk, Full Canopy, No Crotch | Yes | Very |
|  | CS | 34 | <i>Conocarpus erectus sericeus</i> / Silver Button Wood
12' Ht. x 2" Cal., 5' CT. Min., 5' Spr. Min. Single
Straight Trunk, Full Canopy, No Crotch | Yes | Very |
|  | ED | 2 | <i>Elaeocarpus decipiens</i> / Japanese Blueberry Tree
12' Ht. x 2" Cal., 5' CT. Min., 5' Spr. Min. Single
Straight Trunk, Full Canopy, No Crotch | No | Moderate |
|  | IE | 7 | <i>Ilex x attenuata</i> 'East Palatka' / East Palatka Holly
12' Ht. x 2" Cal., 5' CT. Min., 5' Spr. Min. Single
Straight Trunk, Full Canopy, No Crotch | Yes | Moderate |
|  | MV | 29 | <i>Magnolia virginiana</i> / Sweetbay Magnolia
12' Ht. x 2" Cal., 5' CT. Min., 5' Spr. Min. Single
Straight Trunk, Full Canopy, No Crotch | Yes | Moderate |
|  | QV | 16 | <i>Quercus virginiana</i> / Southern Live Oak
12' Ht. x 2" Cal., 5' CT. Min., 5' Spr. Min. Single
Straight Trunk, Full Canopy, No Crotch | Yes | Very |
| PALM TREES | CODE | QTY | BOTANICAL / COMMON NAME | NATIVE | DROUGHT TOLERANT |
|  | RR | 60 | <i>Roystonia regia</i> / Florida Royal Palm
12' Ht., 6" G.W., Single Trunk, Full Head, No
Scarred Trunk | No | Moderate |
|  | SP | 38 | <i>Sabal palmetto</i> / Cabbage Palmetto
12'-16" Ct. Varying Heights, Hurricane Cut. | Yes | Very |

SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	NATIVE	DROUGHT TOLERANT
	CHR	1,456	<i>Chytanobalanus icaco</i> / Red Tip / Red Tip Cocoplum Min. 7 Gal. 36" Ht. x 24" Spr. 24" O.C. Full and Dense Shrub, Full to Base	Yes	Very
	COE	163	<i>Conocarpus erectus</i> / Green Buttonwood Min. 15 Gal. Cont., 5' Ht., 30" Spr., 30" o.c. Full Dense Shrub	Yes	Very
	CON	119	<i>Conocarpus erectus sericeus</i> / Silver Button Wood Min. 7 Gal. 36" Ht. x 24" Spr. 24" O.C. Full and Dense Shrub, Full to Base	Yes	Very
LARGE SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	NATIVE	DROUGHT TOLERANT
	POD	18	<i>Podocarpus macrophyllus</i> / Podocarpus Min. 5' Ht. x 24" Spr., 36" O.C., Full to Base and Dense	No	Moderate
SHRUB AREAS	CODE	QTY	BOTANICAL / COMMON NAME	NATIVE	DROUGHT TOLERANT
	COD	255	<i>Codiaeum variegatum</i> / Mammy / Mammy Croton Min. 3 Gal. 30" Ht., 18" Spr., 24" O.C. Full dense shrub.	No	Very
	FGI	57	<i>Ficus microcarpa</i> / Green Island / Green Island Ficus Min. 3 Gal. 30" Ht., 18" Spr., 24" O.C. Full dense shrub,	No	Moderate
	JUN	224	<i>Juniperus chinensis 'Parsoni'</i> / Parsoni Juniper Min. 3 Gal. 30" Ht., 18" Spr., 24" O.C. Full dense shrub,	No	Very
GRASSES	CODE	QTY	BOTANICAL / COMMON NAME	NATIVE	DROUGHT TOLERANT
	DIA	77	<i>Dianella tasmanica</i> / Variegata / Flax Lily Min. 3 Gal. 30" Ht., 18" Spr., 24" O.C. Full dense shrub,	No	Moderate
	LIR	171	<i>Liriope muscari</i> / Emerald Goddess / Liriope Min. 3 Gal. 30" Ht., 18" Spr., 24" O.C. Full dense shrub,	No	Moderate
	SPA	20	<i>Spartina bakeri</i> / Sand Cord Grass 1 Gal. 24" Ht. x 22" Spr., 36" O.C., Fully Rooted and Dense	Yes	Moderate
	FAK	90	<i>Tripsacum dactyloides</i> / Fakahaltchee Grass Min. 3 Gal. 30" Ht., 18" Spr., 24" O.C. Full dense shrub,	Yes	Very
SOD / MULCH	CODE	QTY	BOTANICAL NAME / COMMON NAME	NATIVE	DROUGHT TOLERANT
NO SYMBOL	SOD	TBD	<i>Stenotaphrum secundatum</i> "Floratum" / ST. Augustine Sod "Floratum" 2" Thick Mat and Fully Rooted, Disease and weed free, laid tightly, stagger joints	N/A	N/A
NO SYMBOL	BAHIA SOD	TBD	<i>Paspalum notatum</i> / Bahia Grass Disease and weed free, laid tightly, rolled and sanded to level lawn	N/A	N/A
NO SYMBOL	MULCH	TBD	GRENSMART ECO-MULCH / Eco-Mulch Depth of 3" After Settling, Free of Weeds & Pests. Contractor to Determine Quantity of Mulch.	N/A	N/A

APPLICATION NAME:	OXYGEN DEVELOPMENT
EXISTING FUTURE LAND USE:	LIGHT INDUSTRIAL / COMMERCIAL / MEDIUM DENSITY RESIDENTIAL
EXISTING ZONING DISTRICT:	COMMERCIAL GENERAL AND RESIDENTIAL MEDIUM
OVERLAY:	URATCEA
SECTION/TOWNSHIP/RANGE:	07/44/43
PCN:	70-43-44-07-00-000-5100
	70-43-44-07-00-000-5101
	70-43-44-07-00-000-5110
	70-43-44-07-00-000-5111
	70-43-44-07-00-000-0050
	70-43-44-07-03-003-0030
TOTAL GROSS SITE AREA:	17.643 AC (768,529.08 SF)

- 1) STREETSCAPE LANDSCAPE PLANS (STREET TREES AND PLANTINGS WITHIN ROW) ARE A SEPARATE DOCUMENT.
- 2) SEE ENGINEERING PLANS PREPARED BY OTHERS FOR CONFIGURATION, HEIGHT AND SLOPE OF BERMS.
- 3) DETAILING OF FOCAL POINTS AND HARDSCAPE ARE A SEPARATE DOCUMENT. SEE PLANS PREPARED BY OTHERS FOR THESE DETAILS.

- 1) BASE INFORMATION OBTAINED FROM CIVIL PLANS PREPARED BY LAST DEVELOPMENT, INC. REVISION DATED 04/22/22.
- 2) ALL INVASIVE SPECIES WILL BE ERADICATED FROM SITE AS REQUIRED BY CODE.
- 3) ALL LANDSCAPE MATERIAL SHALL CONFORM TO THE MOST RECENT STANDARDS AS OUTLINED BY THE "GRADES AND STANDARDS FOR NURSERY PLANTS" PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. ALL PLANT MATERIAL SHALL BE FLORIDA #1 OR BETTER.
- 4) SIGHT TRIANGLES SHALL BE PROVIDED AND MAINTAINED BY OWNER CLEAR OF VEGETATION TO PROVIDE UNOBSTRUCTED VISIBILITY BETWEEN 30 INCHES AND 8 FEET ABOVE GRADE.
- 5) UTILITY EASEMENTS SHALL NOT ENCROACH INTO LANDSCAPE BUFFERS MORE THAN 5 FEET OR AS PERMITTED BY CODE.
- 6) FOOT TYPE "D" OR "F" CURB OR WHEEL STOPS TO BE PROVIDED ALONG ALL LANDSCAPE AREAS, INCLUDING DRIVE AISLES AND PARKING SPACES.
- 7) ALL INSTALLATION WORK SHALL BE CARRIED OUT IN A PROFESSIONAL MANNER IN ACCORDANCE WITH STANDARD NURSERY AND INSTALLATION PRACTICES.
- 8) ALL LANDSCAPE AREAS SHALL BE SODDED, MULCHED OR OTHERWISE COVERED WITH GRASS COVER PER THESE PLANS AS LABELED.
- 9) TREES SHOWN ON THIS PLAN ARE GRAPHIC REPRESENTATION ONLY. TREE SPACING IS BASED ON DESIGN REQUIREMENTS AND TREES SHOWN ON THESE PLANS ATTEMPT TO ACCOMPLISH THAT SPACING WHILE MAINTAINING THE REQUIRED SETBACKS FROM UTILITIES. TREES MAY BE FIELD ADJUSTED TO AVOID CONFLICTS WITH COVERINGS AND UNDERGROUND UTILITIES.
- 10) CONTRACTOR TO COORDINATE WITH PLANTING OPERATIONS WITH ALL UNDERGROUND UTILITY PROVIDERS AND CALL "SUNSHINE DIG" 1 811 TO FLAG UTILITY LOCATIONS PRIOR TO COMMENCING PLANTING OPERATIONS FOR ANY PORTION OF THE SITE. IF "SUNSHINE DIG" 1 811 DOES NOT LOCATE ALL UNDERGROUND UTILITIES ON-SITE, THE CONTRACTOR IS RESPONSIBLE FOR SECURING THESE SERVICES FROM A PRIVATE PROVIDER.
- 11) LANDSCAPE CONTRACTOR TO HAND DIG PLANTING HOLES FOR TREES AND/OR SHRUBS WITHIN FIVE (5') OF ALL FP&L EASEMENTS.
- 12) GROUND MOUNTED MECHANICAL EQUIPMENT TO BE SCREENED PER THESE PLANS INCLUDING AS-BUILT EQUIPMENT LOCATIONS AT TIME OF LANDSCAPE INSTALLATION. CONTRACTOR TO NOTIFY OWNER / OWNER'S REPRESENTATIVE OF ADDITIONAL REQUIRED PLANT MATERIAL QUANTITIES AT TIME OF LANDSCAPE INSTALLATION FOR ADDITIONAL MECHANICAL EQUIPMENT OR RELOCATED EQUIPMENT THAT MAY REQUIRE ADDITIONAL LANDSCAPE SCREENING.
- 13) PLANTINGS ADJACENT TO OVERHEAD LINES TO COMPLY WITH FP&L'S "RIGHT TREE IN THE RIGHT PLACE" GUIDELINES FOR MINIMUM SEPARATIONS TO OVERHEAD LINES.

- 1) ALL SETBACK DIMENSIONS SHOWN ON THE PLANS ARE TO BE MET AT THE TIME OF INSTALLATION.
- 2) TREES ARE TO BE INSTALLED WITH A TEN FOOT (10') SEPARATION FROM ANY WATER OR SEWER MAIN AND/OR SERVICE, HYDRANTS, AND LIFT STATIONS, OR WITH A MINIMUM SEVEN FOOT (7') SETBACK IF INSTALLED WITH A ROOT BARRIER SYSTEM. REFER TO THE "ROOT BARRIER" DETAIL ON THE PLANTING DETAILS SHEET FOR INSTALLATION REQUIREMENTS. HOWEVER IN NO CASE SHALL A TREE ENCRoACH INTO A PCBU WITHOUT PRIOR PCBUWD APPROVAL AND ONLY SOLD CAN BE INSTALLED WITHIN 5' OF A FIRE HYDRANT UNLESS OTHERWISE APPROVED BY THE FIRE MARSHAL AND PCBUWD.
- 3) TREES ARE TO BE INSTALLED WITH A TEN FOOT (10') SEPARATION FROM ANY DRAINAGE OR STORM SEWER INFRASTRUCTURE, OR WITH A MINIMUM SEVEN FOOT (7') SETBACK IF INSTALLED WITH A ROOT BARRIER SYSTEM. REFER TO THE "ROOT BARRIER" ON THE PLANTING DETAILS SHEET FOR INSTALLATION REQUIREMENTS.
- 4) WHERE REQUIRED, ROOT BARRIER TO BE INSTALLED WITH A MINIMUM 5' SEPARATION TO THE EDGE OF ALL UNDERGROUND UTILITIES AND INFRASTRUCTURE.
- 5) TREES SHALL BE PLANTED WITH A MIN. 2' SEPARATION BETWEEN ANY ROOT BARRIER (MEASURED FROM THE CENTER OF THE TREE).

- 1) TREE AND SHRUB PLANTING BEDS WHICH FALL WITHIN OR NEAR ROADWAY AREAS SHALL BE COMPLETELY EXCAVATED AND BACK-FILLED WITH TOPSOIL. ALL SHELL-ROCK OR OTHER BASE MATERIALS, AND ALL SUBSOIL AND DEBRIS, SHALL BE COMPLETELY REMOVED FROM BENEATH SUCH PLANTING AREAS, TO A MINIMUM DEPTH OF 18" UPON COMPLETION OF EXCAVATION. LANDSCAPE ARCHITECT OR OWNER SHALL INSPECT THE EXCAVATED AREA PRIOR TO BACKFILLING WITH TOPSOIL.
- 2) ALL TREE AND/OR SHRUB PLANTING AREAS WITHIN 8' OF BUILDING FOUNDATIONS, AND ANY OTHER PLANTING AREAS WHERE SIGNIFICANT BURIED OBSTRUCTIONS DEBRIS IS ENCOUNTERED, SHALL BE COMPLETELY EXCAVATED TO A MINIMUM DEPTH OF 18" UPON COMPLETION OF EXCAVATION. LANDSCAPE ARCHITECT OR OWNER SHALL INSPECT THE EXCAVATED AREA PRIOR TO BACKFILLING WITH TOPSOIL.

1) MULCH SHALL BE GRADE A PREMIUM NATURAL MULCH, OR APPROVED EQUAL, FREE OF FOREIGN MATERIALS AND WEED SEEDS. MINIMUM DEPTH AFTER SETTLING SHALL BE THREE (3") INCHES.

OWNER / APPLICANT:
OXYGEN DEVELOPMENT
1525 S CONGRESS AVE.
PALM SPRINGS, FL 33406

LANDSCAPE ARCHITECT & PLANNER
URBAN DESIGN STUDIO
610 CLEMATIS STREET, SUITE CU02
WEST PALM BEACH, FL 33401
(561) 366-1100

ARCHITECT:
HNM ARCHITECTURE
4208 SIX FORKS RD. SUITE 1000
RALEIGH, NC 27609
919.480.8538

SURVEYOR:
GENUINITY GROUP INC.
1201 BELVEDERE RD.
WEST PALM BEACH, FL 33405
561.655.1151

CIVIL ENGINEER:
LDI LAST DEVENPORT, INC.
1860 OLD OKEECHOBEE RD., SUITE 504
WEST PALM BEACH, FL 33409
561.615.6567

TRAFFIC ENGINEER:
SIMMONS & WHITE, INC.
2581 METROCENTRE BLVD., SUITE 3
WEST PALM BEACH, FL 33407
561.478.7848



**KNOW WHAT'S BELOW
ALWAYS CALL 811
BEFORE YOU DIG**

It's fast. It's free. It's the law.

www.callsunshine.com

The site plan illustrates the project area, which is divided into three sheets: SHEET LA-2, SHEET LA-3, and SHEET LA-4. The plan shows the existing building, existing shopping center, and future parking area. The plan also shows the location of Melaleuca Road and Congress Avenue. The plan is divided into three sheets: SHEET LA-2, SHEET LA-3, and SHEET LA-4. The plan shows the existing building, existing shopping center, and future parking area. The plan also shows the location of Melaleuca Road and Congress Avenue.

VEHICULAR USE AREA			
Per Sec. 34-161 (c)(2), Vehicular use area (VUA), other than parking areas, shall be provided with landscaped areas equal to 10% of the total paved surface.			
TOTAL VUA = 100,580SF 10% OF VUA = 10,058 SF			
CATEGORY	AGR TIER REQUIREMENT	PROVIDED	
INTERIOR TREES	1 PER 2,500 SF @ 10,058 SF ÷ 4 = TREES	31 trees / 32 palms (20 trees & 12 palms) Min. 1 Tree / Parking Island (See Landscaping Planting per code)	
REQUIRED BUFFERS			
CATEGORY	REQUIREMENT	NO. REQ'D	PROVIDED
WEST BUFFER 1' & 16' BUFFER	TREES: 1/20 L.F.	61	64 CANOPY TREES (63 trees + 33 palms)
CATEGORY 2	SHRUBS: 1/2 L.F.	607	606 @ 30' HT. MIN.
LENGTH = 1,213 L.F.			
EAST BUFFER 1' BUFFER - CATEGORY 2	TREES: 1/20 L.F.	24	24 CANOPY TREES (13 trees + 15 palms)
LENGTH = 486 L.F.	SHRUBS: 1/2 L.F.	243	243 @ 30' HT. MIN.
NORTH BUFFER 1' BUFFER - CATEGORY 2	TREES: 1/20 L.F.	16	16 CANOPY TREES (14 trees + 6 palms)
LENGTH = 325 L.F.	SHRUBS: 1/2 L.F.	163	164 @ 30' HT. MIN.
SOUTH BUFFER 1' & 20' BUFFER	TREES: 1/20 L.F.	32	38 CANOPY TREES (29 trees + 22 palms)
CATEGORY 2	SHRUBS: 1/2 L.F.	315	315 @ 30' HT. MIN.
LENGTH = 630 L.F.			
PLANT SUMMARY - SEE PLANT SCHEDULES SHEET L-P			
PLANT SUMMARY:	REQ'D	PROPOSED	
TREE SPECIES	MIN. 3 SPECIES MIN. 50% OF REQUIRED TREES AT 12" HT., 2" CAL. MIN. 75% OF TREES IN VUA	8 Tree Species & 2 Palm Species 100% OF TREES 12" HT. 100% OF TREES IN VUA	
PLANT SPECIES	MIN. 40% OF LANDSCAPE AREAS SHALL BE SHRUBS	Trees 63% NATIVE Shrubs 60% NATIVE	

Oxygen Development

Palm Springs, Florida

610 Clematis Street, Suite CU02
West Palm Beach, FL 33401
561.366.1100 FAX 561.366.1111
www.udsflorida.com
#LA0001739

Copyright:
All ideas, designs, arrangements, and plans represented by this drawing are owned by and the property of the designer, and were created for the exclusive use of the specified project. These ideas, designs, arrangements or plans shall not be used by, or disclosed to any person, firm, or corporation without the written permission of the designer.

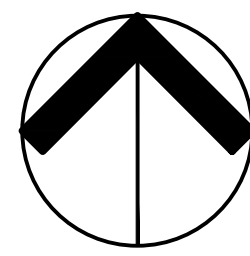
DESIGN DEVELOPMENT

Date:	05.16.2022
Project No.:	07-066.002
Designed By:	JEB
Drawn By:	JEB
Checked By:	WT

Revision Dates:	
05.16.2022	SUBMITTAL
07.29.2022	RESUBMITTAL
09-09-2022	RESUBMITTAL
09-20-2022	RESUBMITTAL
10-27-2022	RESUBMITTAL

LA-1
of 6

Oxygen Development

Palm Springs, Florida
Landscape Plan

NORTH

0 15' 30' 60'
Scale: 1" = 30'-0"

DESIGN DEVELOPMENT

Date: 05.16.2022
Project No.: 07-066.002
Designed By: JEB
Drawn By: JEB
Checked By: WT

Revision Dates:

05.16.2022 SUBMITTAL
07.29.2022 RESUBMITTAL
09.09.2022 RESUBMITTAL
09.20.2022 RESUBMITTAL
10.27.2022 RESUBMITTALLA-2
of 6EXISTING USE: SINGLE FAMILY RES.
FLU: LR-2
ZONING: LOW RESIDENTIAL (RL)
MULTI-FAMILY (RM)
(PBC)EXISTING USE: SINGLE FAMILY RES.
FLU: LR-2
ZONING: LOW RESIDENTIAL (RL)
MULTI-FAMILY (RM)
(PBC)

LWDD L-7 CANAL

MATCHLINE SHEET LA-4

AFFECTED AREA

PROPOSED BUILDING
ONE STORY
150,780 SF

AFFECTED AREA

MATCHLINE SHEET LA-3

PLANT LEGEND

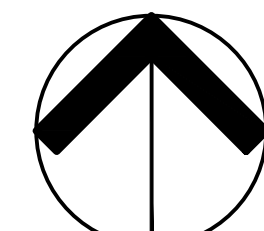
TREES	CODE	BOTANICAL / COMMON NAME
	BU	Bursera simaruba / Gumbo Limbo 12' Ht. x 2" Cal., 5' CT. Min., 5' Spr. Min. Single Straight Trunk, Full Canopy, No Crotch
	CB	Calophyllum brasiliense / Brazilian Beautyleaf 12' Ht. x 2" Cal., 5' CT. Min., 5' Spr. Min. Single Straight Trunk, Full Canopy, No Crotch
	CE	Conocarpus erectus / Buttonwood 12' Ht. x 2" Cal., 5' CT. Min., 5' Spr. Min. Single Straight Trunk, Full Canopy, No Crotch
	CS	Conocarpus erectus sericeus / Silver Button Wood 12' Ht. x 2" Cal., 5' CT. Min., 5' Spr. Min. Single Straight Trunk, Full Canopy, No Crotch
	ED	Elaeocarpus decipiens / Japanese Blueberry Tree 12' Ht. x 2" Cal., 5' CT. Min., 5' Spr. Min. Single Straight Trunk, Full Canopy, No Crotch
	IE	Ilex x attenuata 'East Palatka' / East Palatka Holly 12' Ht. x 2" Cal., 5' CT. Min., 5' Spr. Min. Single Straight Trunk, Full Canopy, No Crotch
	MV	Magnolia virginiana / Sweetbay Magnolia 12' Ht. x 2" Cal., 5' CT. Min., 5' Spr. Min. Single Straight Trunk, Full Canopy, No Crotch
	QV	Quercus virginiana / Southern Live Oak 12' Ht. x 2" Cal., 5' CT. Min., 5' Spr. Min. Single Straight Trunk, Full Canopy, No Crotch
PALM TREES	CODE	BOTANICAL / COMMON NAME
	RR	Roystonea regia / Florida Royal Palm 12' Ht., 6" G.W., Single Trunk, Full Head, No Scarred Trunk
	SP	Sabal palmetto / Cabbage Palmetto 12'-16' Ct. Varying Heights, Hurricane Cut,
SHRUBS	CODE	BOTANICAL / COMMON NAME
	CHR	Chrysobalanus icaco 'Red Tip' / Red Tip Cocoplum Min. 7 Gal. 36" Ht. x 24" Spr. 24" O.C. Full and Dense Shrub, Full to Base
	COE	Conocarpus erectus / Green Buttonwood Min. 15 Gal. Cont., 5' Ht., 30" spr., 30"o.c. Full Dense Shrub
	CON	Conocarpus erectus sericeus / Silver Button Wood Min. 7 Gal. 36" Ht. x 24" Spr. 24" O.C. Full and Dense Shrub, Full to Base
LARGE SHRUBS	CODE	BOTANICAL / COMMON NAME
	POD	Podocarpus macrophyllus / Podocarpus Min. 5' Ht. x 24" Spr., 36" O.C., Full to Base and Dense
SHRUB AREAS	CODE	BOTANICAL / COMMON NAME
	COD	Codiaeum variegatum 'Mammy' / Mammy Croton Min. 3 Gal. 30" Ht., 18" Spr., 24" O.C. Full dense shrub,
	FGI	Ficus microcarpa 'Green Island' / Green Island Ficus Min. 3 Gal. 30" Ht., 18" Spr., 24" O.C. Full dense shrub,
	JUN	Juniperus chinensis 'Parsoni' / Parsoni Juniper* Min. 3 Gal. 30" Ht., 18" Spr., 24" O.C. Full dense shrub,
GRASSES	CODE	BOTANICAL / COMMON NAME
	DIA	Dianella tasmanica 'Variegata' / Flax Lily Min. 3 Gal. 30" Ht., 18" Spr., 24" O.C. Full dense shrub,
	LIR	Liriope muscari 'Emerald Goddess' / Liriope Min. 3 Gal. 30" Ht., 18" Spr., 24" O.C. Full dense shrub
	SPA	Spartina bakeri / Sand Cord Grass 1 Gal., 24" Ht. x 22" Spr., 36" O.C., Fully Rooted and Dense
	FAK	Tripsacum dactyloides / Fakahatchee Grass Min. 3 Gal. 30" Ht., 18" Spr., 24" O.C. Full dense shrub,
SOD / MULCH	CODE	BOTANICAL NAME / COMMON NAME
	SOD	Stenotaphrum secundatum 'Floratum' / ST. Augustine Sod 'Floratum' 2" Thick Mat and Fully Rooted, Disease and weed free, laid tightly, Stagger Joints
	BAHIA SOD	Paspalum notatum / Bahia Grass Disease and weed free, laid tightly, rolled and sanded to level lawn
	MULCH	GRENSMART ECO-MULCH / Eco-Mulch Depth of 3" After Settling, Free of Weeds & Pests. Contractor to Determine Quantity of Mulch

PLANT LEGEND

TREES	CODE	BOTANICAL / COMMON NAME
	BU	Bursera simaruba / Gumbo Limbo 12' Ht. x 2" Cal., 5' CT. Min., 5' Spr. Min. Single Straight Trunk, Full Canopy, No Crotch
	CB	Calophyllum brasiliense / Brazilian Beautyleaf 12' Ht. x 2" Cal., 5' CT. Min., 5' Spr. Min. Single Straight Trunk, Full Canopy, No Crotch
	CE	Conocarpus erectus / Buttonwood 12' Ht. x 2" Cal., 5' CT. Min., 5' Spr. Min. Single Straight Trunk, Full Canopy, No Crotch
	CS	Conocarpus erectus sericeus / Silver Button Wood 12' Ht. x 2" Cal., 5' CT. Min., 5' Spr. Min. Single Straight Trunk, Full Canopy, No Crotch
	ED	Elaeocarpus decipiens / Japanese Blueberry Tree 12' Ht. x 2" Cal., 5' CT. Min., 5' Spr. Min. Single Straight Trunk, Full Canopy, No Crotch
	IE	Ilex x attenuata 'East Palatka' / East Palatka Holly 12' Ht. x 2" Cal., 5' CT. Min., 5' Spr. Min. Single Straight Trunk, Full Canopy, No Crotch
	MV	Magnolia virginiana / Sweetbay Magnolia 12' Ht. x 2" Cal., 5' CT. Min., 5' Spr. Min. Single Straight Trunk, Full Canopy, No Crotch
	QV	Quercus virginiana / Southern Live Oak 12' Ht. x 2" Cal., 5' CT. Min., 5' Spr. Min. Single Straight Trunk, Full Canopy, No Crotch
PALM TREES	CODE	BOTANICAL / COMMON NAME
	RR	Roystonia regia / Florida Royal Palm 12' Ht., 6' G.W., Single Trunk, Full Head, No Scarred Trunk
	SP	Sabal palmetto / Cabbage Palmetto 12'-16' Ct. Varying Heights, Hurricane Cut,
SHRUBS	CODE	BOTANICAL / COMMON NAME
	CHR	Chrysobalanus icaco 'Red Tip' / Red Tip Cocoplum Min. 7 Gal. 36" Ht. x 24" Spr. 24" O.C. Full and Dense Shrub, Full to Base
	COE	Conocarpus erectus / Green Buttonwood Min. 15 Gal. Cont., 5' Ht., 30" spr., 30"o.c. Full Dense Shrub
	CON	Conocarpus erectus sericeus / Silver Button Wood Min. 7 Gal. 36" Ht. x 24" Spr. 24" O.C. Full and Dense Shrub, Full to Base
LARGE SHRUBS	CODE	BOTANICAL / COMMON NAME
	POD	Podocarpus macrophyllus / Podocarpus Min. 5' Ht. x 24" Spr., 36" O.C., Full to Base and Dense
SHRUB AREAS	CODE	BOTANICAL / COMMON NAME
	COD	Codiaeum variegatum 'Mammy' / Mammy Croton Min. 3 Gal. 30" Ht., 18" Spr., 24" O.C. Full dense shrub,
	FGI	Ficus microcarpa 'Green Island' / Green Island Ficus Min. 3 Gal. 30" Ht., 18" Spr., 24" O.C. Full dense shrub,
	JUN	Juniperus chinensis 'Parsonii' / Parsonii Juniper Min. 3 Gal. 30" Ht., 18" Spr., 24" O.C. Full dense shrub,
GRASSES	CODE	BOTANICAL / COMMON NAME
	DIA	Dianella tasmanica 'Variegata' / Flax Lily Min. 3 Gal. 30" Ht., 18" Spr., 24" O.C. Full dense shrub,
	LIR	Liriope muscari 'Emerald Goddess' / Liriope Min. 3 Gal. 30" Ht., 18" Spr., 24" O.C. Full dense shrub,
	SPA	Spartina bakeri / Sand Cord Grass 1 Gal., 24" Ht. x 22" Spr., 36" O.C., Fully Rooted and Dense
	FAK	Tripsacum dactyloides / Fakahatchee Grass Min. 3 Gal. 30" Ht., 18" Spr., 24" O.C. Full dense shrub,
SOD / MULCH	CODE	BOTANICAL NAME / COMMON NAME
	NO SYMBOL	SOD Stenotaphrum secundatum 'Floratum' / ST. Augustine Sod 'Floratum' 2" Thick Mat and Fully Rooted, Disease and weed free, laid tightly, stagger Joints
	NO SYMBOL	BAHIA SOD Paspalum notatum / Bahia Grass Disease and weed free, laid tightly, rolled and sanded to level lawn
	NO SYMBOL	MULCH GRENSMART ECO-MULCH / Eco-Mulch Depth of 3" After Settling, Free of Weeds & Pests. Contractor to Determine Quantity of Mulch

Oxygen Development

Palm Springs, Florida
Landscape Plan



NORTH

0 15' 30' 60'
Scale: 1" = 30'-0"

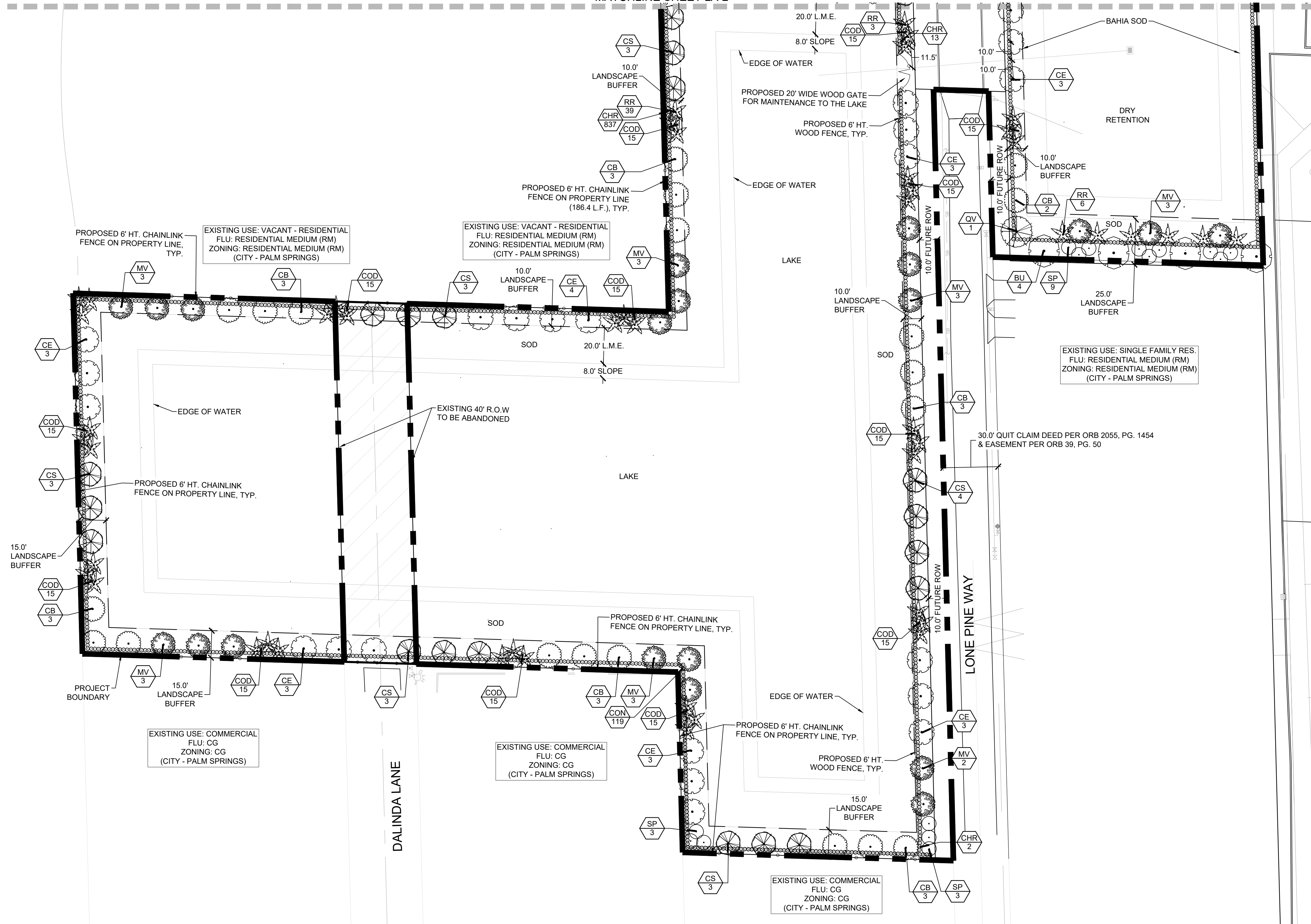
DESIGN DEVELOPMENT

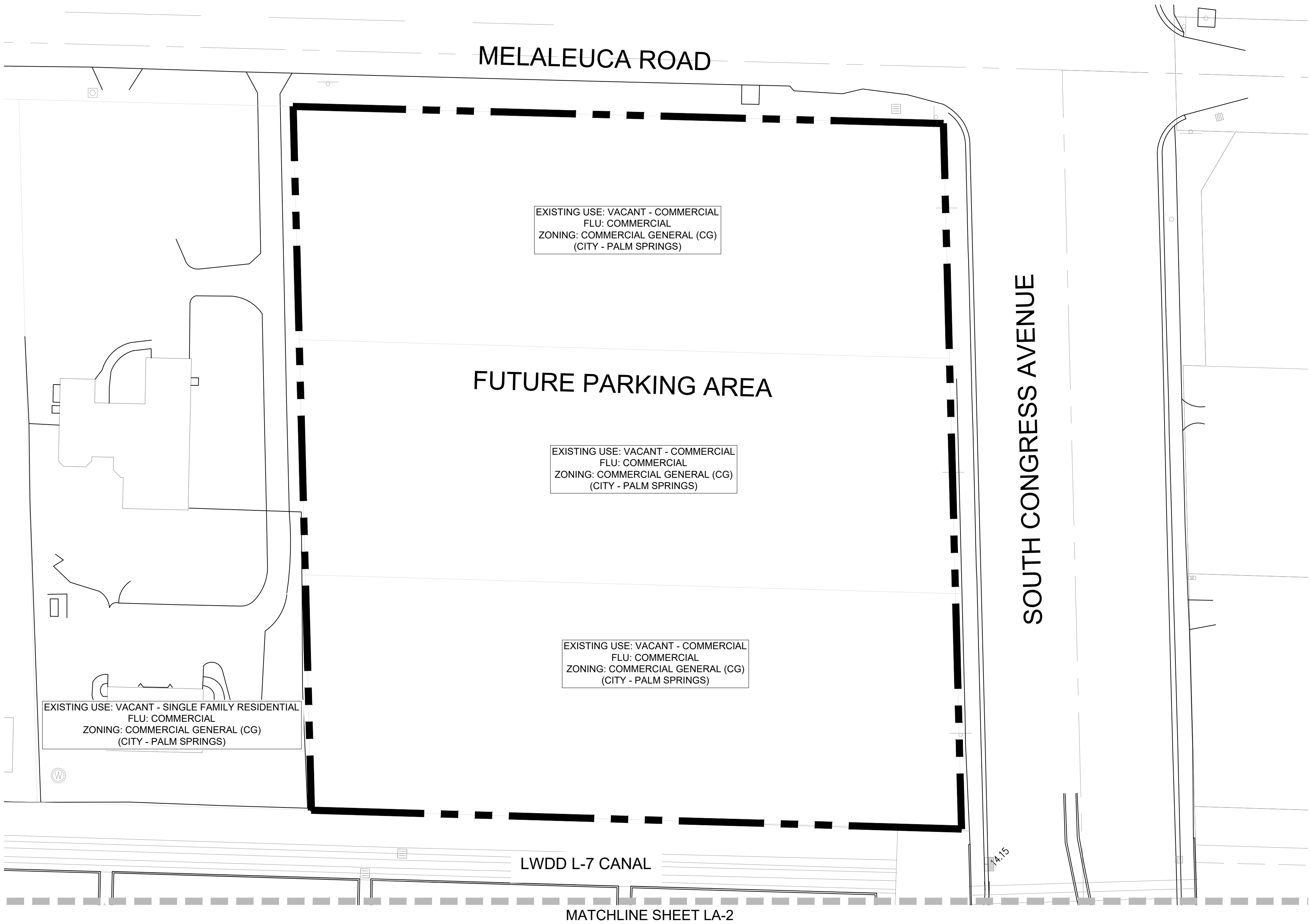
Date: 05.16.2022
Project No.: 07-066.002
Designed By: JEB
Drawn By: JEB
Checked By: WT

Revision Dates:
05.16.2022 SUBMITTAL
07.29.2022 RESUBMITTAL
09.09.2022 RESUBMITTAL
09.20.2022 RESUBMITTAL
10.27.2022 RESUBMITTAL

LA-3
of 6

MATCHLINE SHEET LA-2



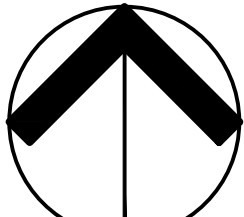


PLANT LEGEND

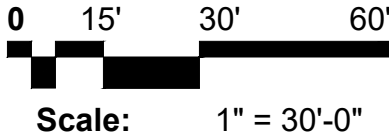
TREES	CODE	BOTANICAL / COMMON NAME
	BU	Bursera simaruba / Gumbo Limbo 12' Ht. x 2" Cal., 5' CT. Min., 5' Spr. Min. Single Straight Trunk, Full Canopy, No Crotch
	CB	Calophyllum brasiliense / Brazilian Beautyleaf 12' Ht. x 2" Cal., 5' CT. Min., 5' Spr. Min. Single Straight Trunk, Full Canopy, No Crotch
	CE	Conocarpus erectus / Buttonwood 12' Ht. x 2" Cal., 5' CT. Min., 5' Spr. Min. Single Straight Trunk, Full Canopy, No Crotch
	CS	Conocarpus erectus sericeus / Silver Button Wood 12' Ht. x 2" Cal., 5' CT. Min., 5' Spr. Min. Single Straight Trunk, Full Canopy, No Crotch
	ED	Elaeocarpus decipiens / Japanese Blueberry Tree 12' Ht. x 2" Cal., 5' CT. Min., 5' Spr. Min. Single Straight Trunk, Full Canopy, No Crotch
	IE	Ilex x attenuata 'East Palatka' / East Palatka Holly 12' Ht. x 2" Cal., 5' CT. Min., 5' Spr. Min. Single Straight Trunk, Full Canopy, No Crotch
	MV	Magnolia virginiana / Sweetbay Magnolia 12' Ht. x 2" Cal., 5' CT. Min., 5' Spr. Min. Single Straight Trunk, Full Canopy, No Crotch
	QV	Quercus virginiana / Southern Live Oak 12' Ht. x 2" Cal., 5' CT. Min., 5' Spr. Min. Single Straight Trunk, Full Canopy, No Crotch
PALM TREES	CODE	BOTANICAL / COMMON NAME
	RR	Roystonea regia / Florida Royal Palm 12' Ht., 6" G.W., Single Trunk, Full Head, No Scarred Trunk
	SP	Sabal palmetto / Cabbage Palmetto 12'-16' Ct. Varying Heights, Hurricane Cut,
SHRUBS	CODE	BOTANICAL / COMMON NAME
	CHR	Chrysobalanus icaco 'Red Tip' / Red Tip Cocoplum Min. 7 Gal. 36" Ht. x 24" Spr. 24" O.C. Full and Dense Shrub, Full to Base
	COE	Conocarpus erectus / Green Buttonwood Min. 15 Gal. Cont., 5' Ht., 30" spr., 30"o.c. Full Dense Shrub
	CON	Conocarpus erectus sericeus / Silver Button Wood Min. 7 Gal. 36" Ht. x 24" Spr. 24" O.C. Full and Dense Shrub, Full to Base
LARGE SHRUBS	CODE	BOTANICAL / COMMON NAME
	POD	Podocarpus macrophyllus / Podocarpus Min. 5' Ht. x 24" Spr., 36" O.C., Full to Base and Dense
SHRUB AREAS	CODE	BOTANICAL / COMMON NAME
	COD	Codiaeum variegatum 'Mammy' / Mammy Croton Min. 3 Gal. 30" Ht., 18" Spr., 24" O.C. Full dense shrub,
	FGI	Ficus microcarpa 'Green Island' / Green Island Ficus Min. 3 Gal. 30" Ht., 18" Spr., 24" O.C. Full dense shrub,
	JUN	Juniperus chinensis 'Parsoni' / Parsoni Juniper* Min. 3 Gal. 30" Ht., 18" Spr., 24" O.C. Full dense shrub,
GRASSES	CODE	BOTANICAL / COMMON NAME
	DIA	Dianella tasmanica 'Variegata' / Flax Lily Min. 3 Gal. 30" Ht., 18" Spr., 24" O.C. Full dense shrub,
	LIR	Liriope muscari 'Emerald Goddess' / Liriope Min. 3 Gal. 30" Ht., 18" Spr., 24" O.C. Full dense shrub,
	SPA	Spartina bakeri / Sand Cord Grass 1 Gal., 24" Ht. x 22" Spr., 36" O.C., Fully Rooted and Dense
	FAK	Tripsacum dactyloides / Fakahatchee Grass Min. 3 Gal. 30" Ht., 18" Spr., 24" O.C. Full dense shrub,
SOD / MULCH	CODE	BOTANICAL NAME / COMMON NAME
	SOD	Stenotaphrum secundatum 'Floratum' / ST. Augustine Sod 'Floratum' 2" Thick Mat and Fully Rooted, Disease and weed free, laid tightly, Stagger Joints
	BAHIA SOD	Paspalum notatum / Bahia Grass Disease and weed free, laid tightly, rolled and sanded to level lawn
	MULCH	GRENSMART ECO-MULCH / Eco-Mulch Depth of 3" After Settling, Free of Weeds & Pests. Contractor to Determine Quantity of Mulch

Oxygen Development

Palm Springs, Florida
Landscape Plan



NORTH



Scale: 1" = 30'-0"

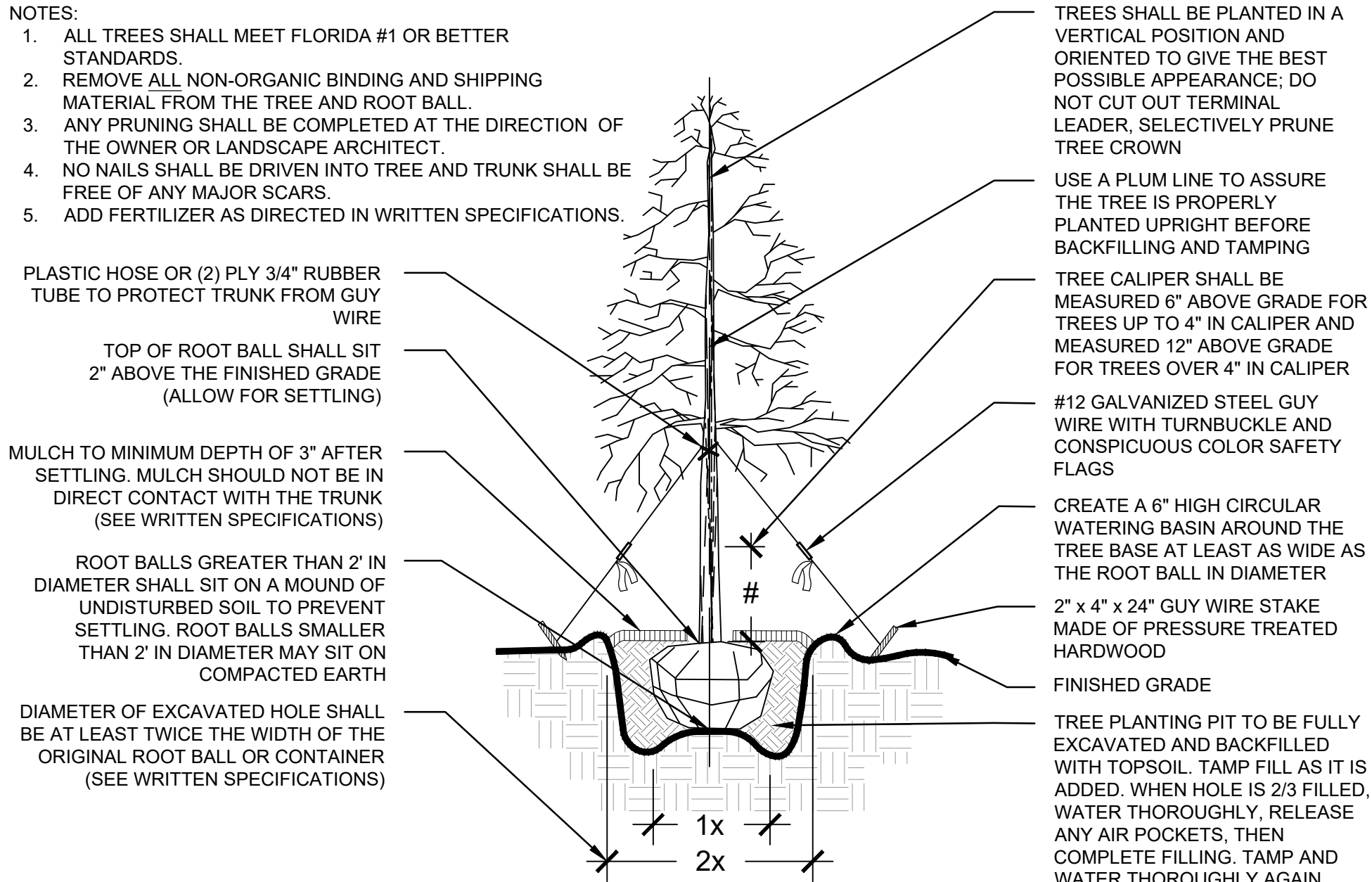
DESIGN DEVELOPMENT

Date: 05.16.2022
Project No.: 07-066.002
Designed By: JEB
Drawn By: JEB
Checked By: WT

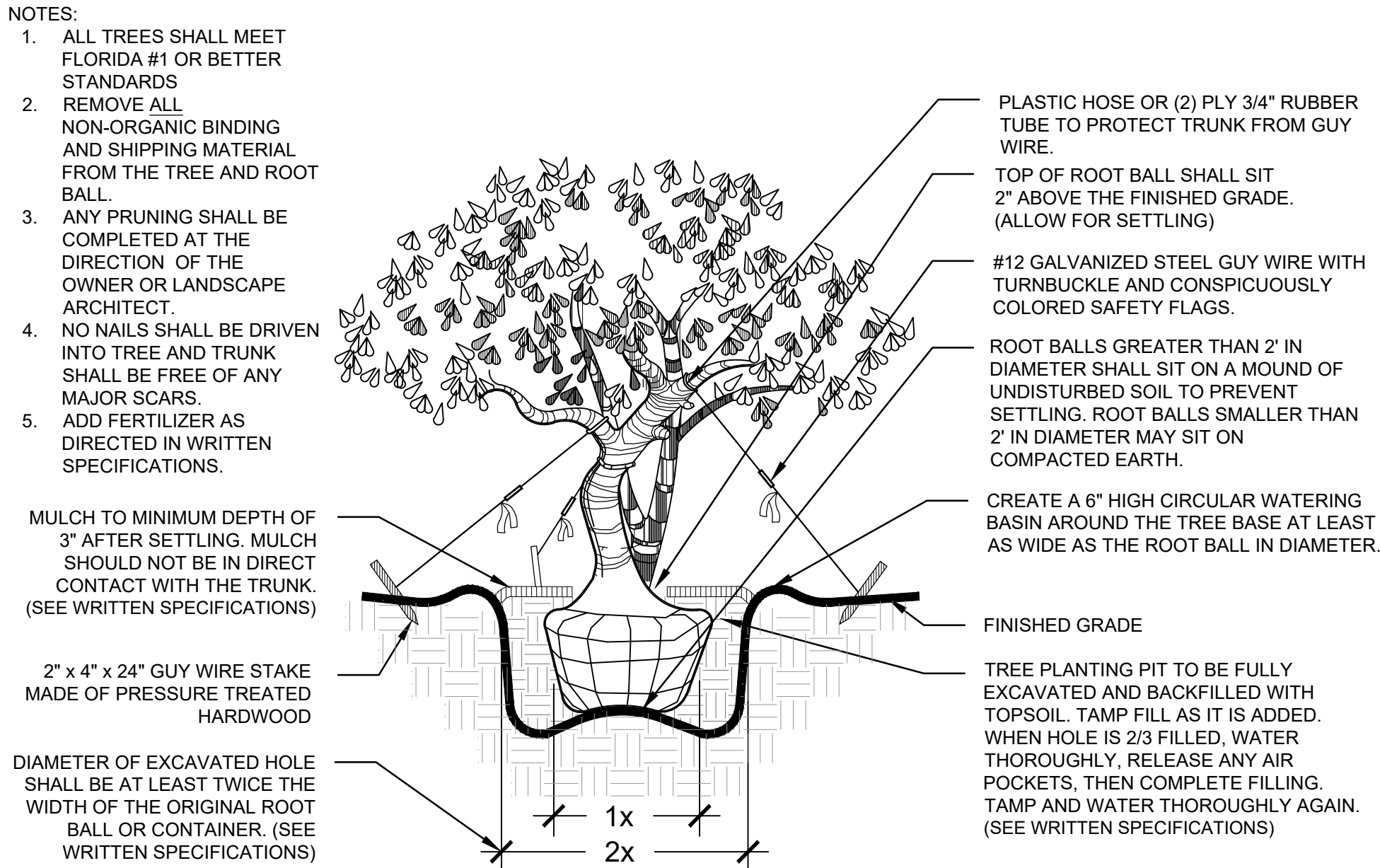
Revision Dates:

05.16.2022 SUBMITTAL
07.29.2022 RESUBMITTAL
09.09.2022 RESUBMITTAL
09.20.2022 RESUBMITTAL
10.27.2022 RESUBMITTAL

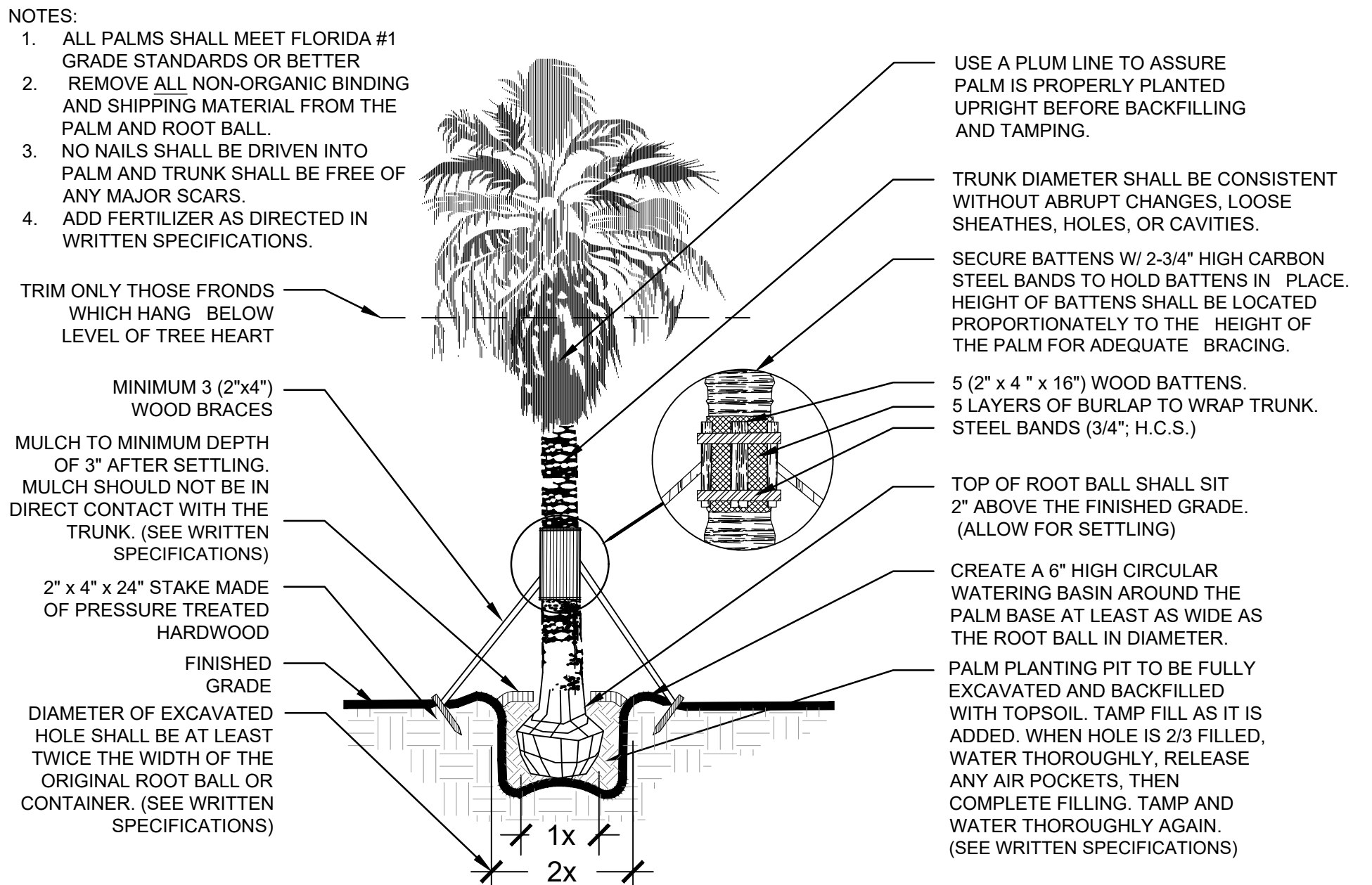
LA-4
of 6



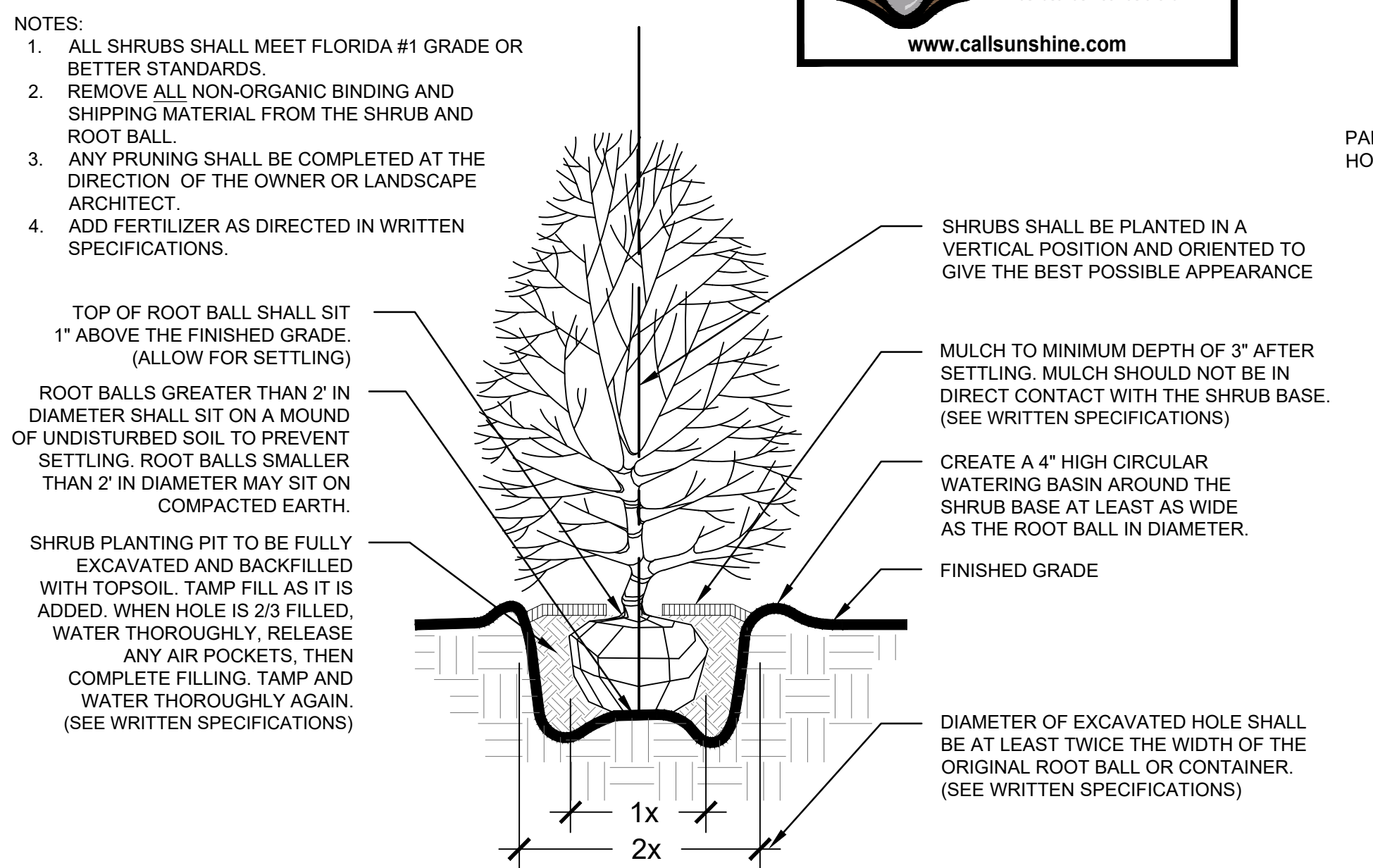
TREE PLANTING DETAIL
NOT TO SCALE



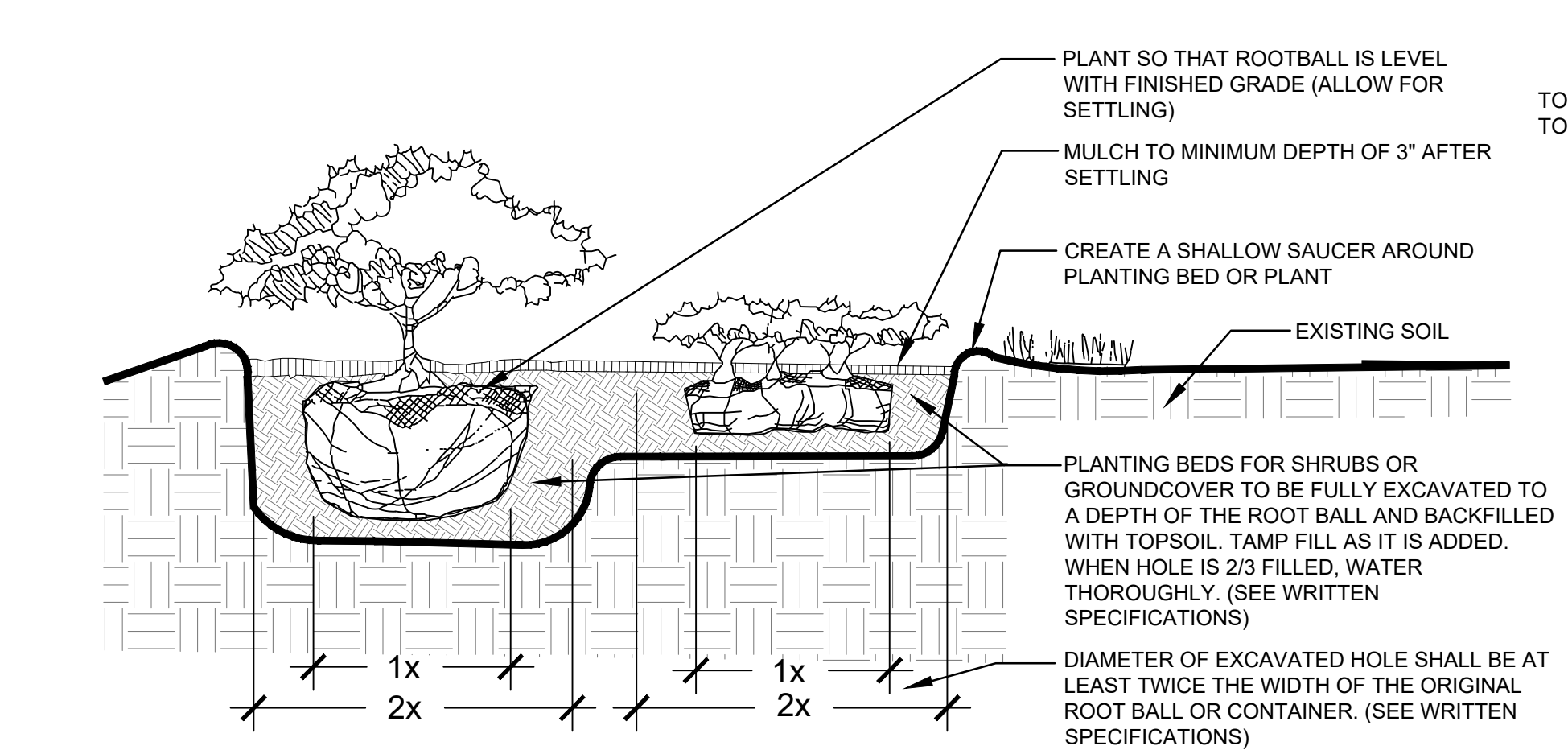
IRREGULAR & MULTI-STEM TREE PLANTING DETAIL
NOT TO SCALE



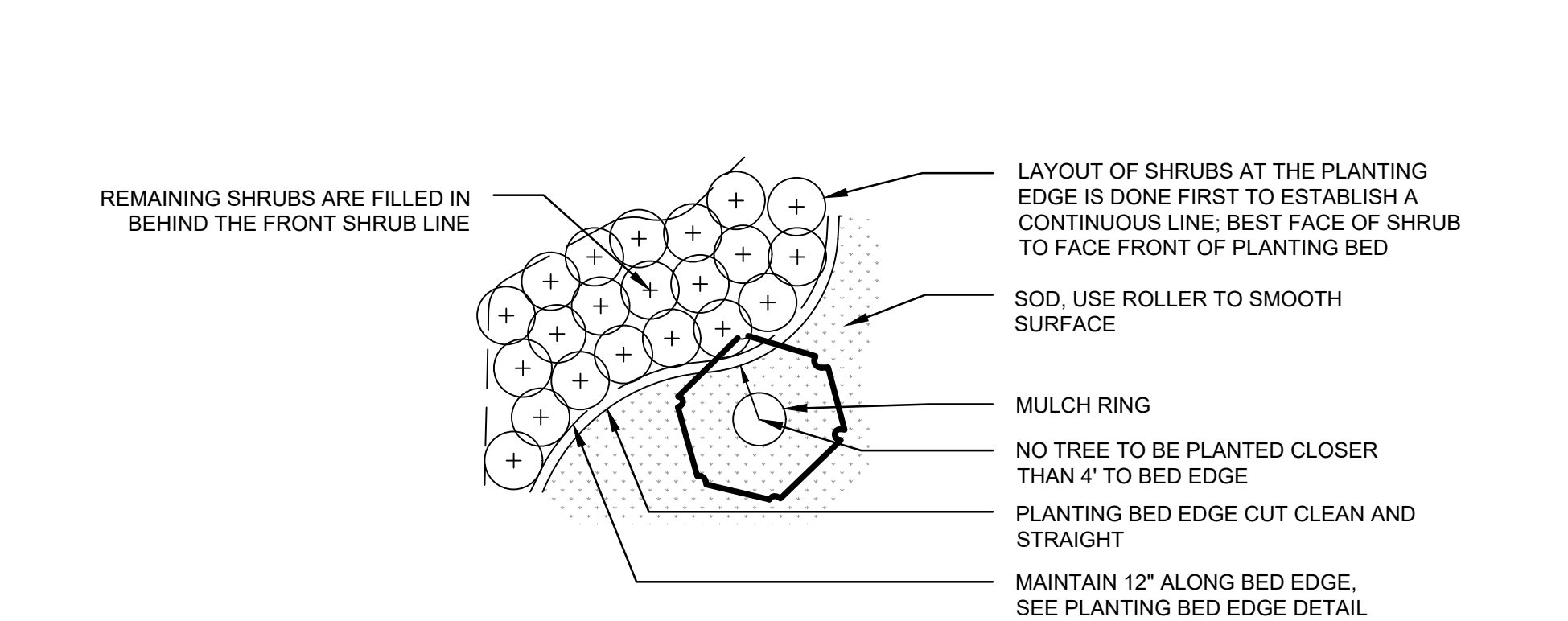
PALM PLANTING DETAIL
NOT TO SCALE



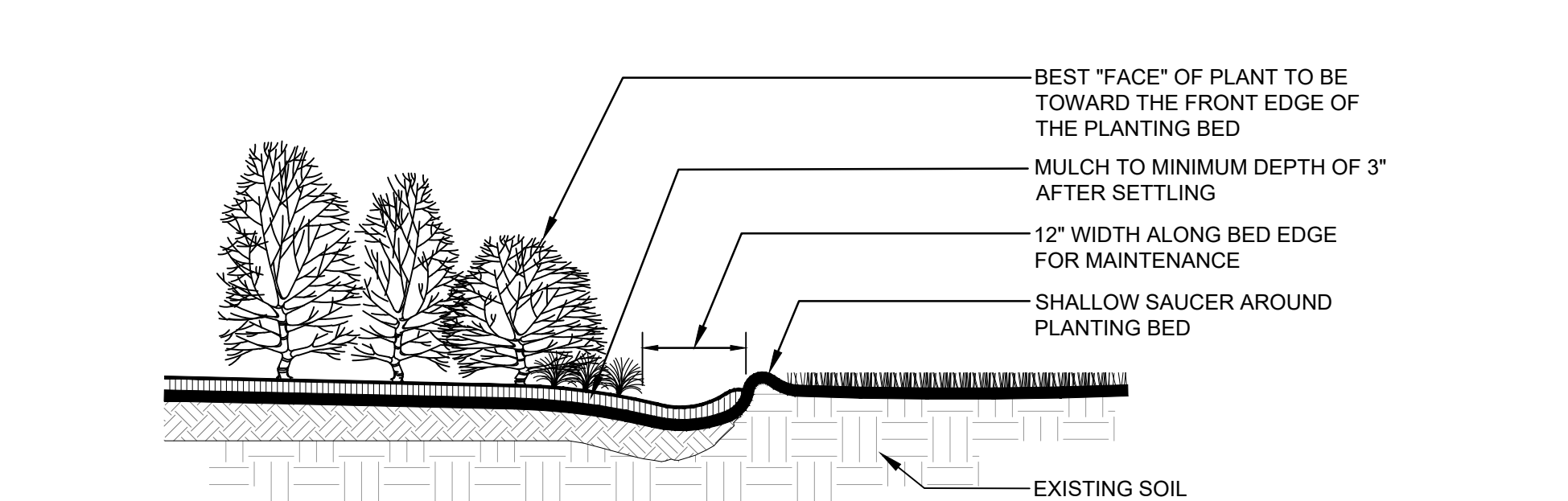
LARGE SHRUB PLANTING DETAIL
NOT TO SCALE



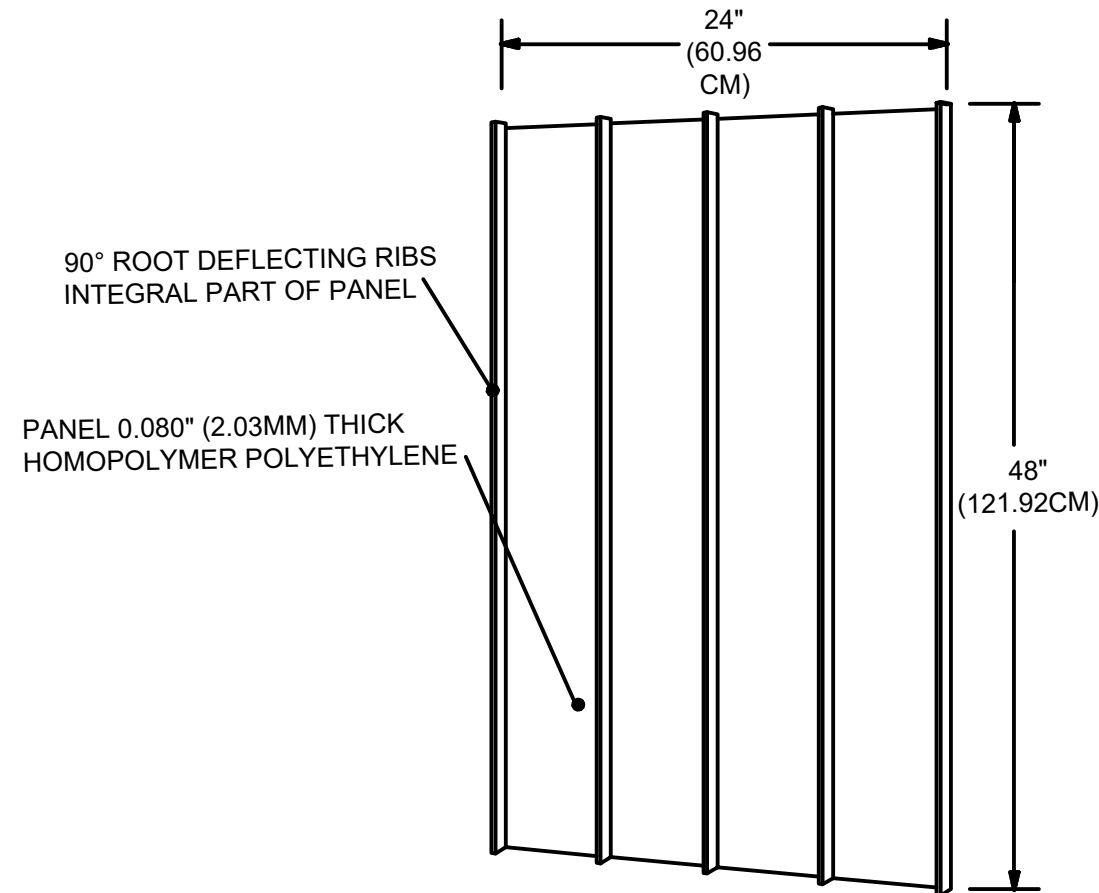
SHRUB AND GROUND COVER PLANTING DETAIL
NOT TO SCALE



SHRUB & GROUND COVER LAYOUT DETAIL
NOT TO SCALE



PLANTING BED EDGE DETAIL
NOT TO SCALE



UB 48-2 SPECIFICATIONS
48" DEEPROOT TREE ROOT BARRIER

SPECIFIED TREE ROOT BARRIERS ARE A MECHANICAL BARRIER AND ROOT DEFLECTOR TO PREVENT TREE ROOTS FROM DAMAGING HARDSCAPES, AND LANDSCAPES. ASSEMBLED IN 2 FOOT (61 CM) LONG MODULES TO CREATE VARYING LENGTHS FOR LINEAR APPLICATION DIRECTLY BESIDE A LANDSCAPE ELEMENT, ADJACENT TO ONE SIDE OF A TREE, OR FOR LARGE PERIMETER SURROUND APPLICATIONS WITH A MINIMUM 8 FOOT (2.43 M) DIAMETER USING 12 PANELS.

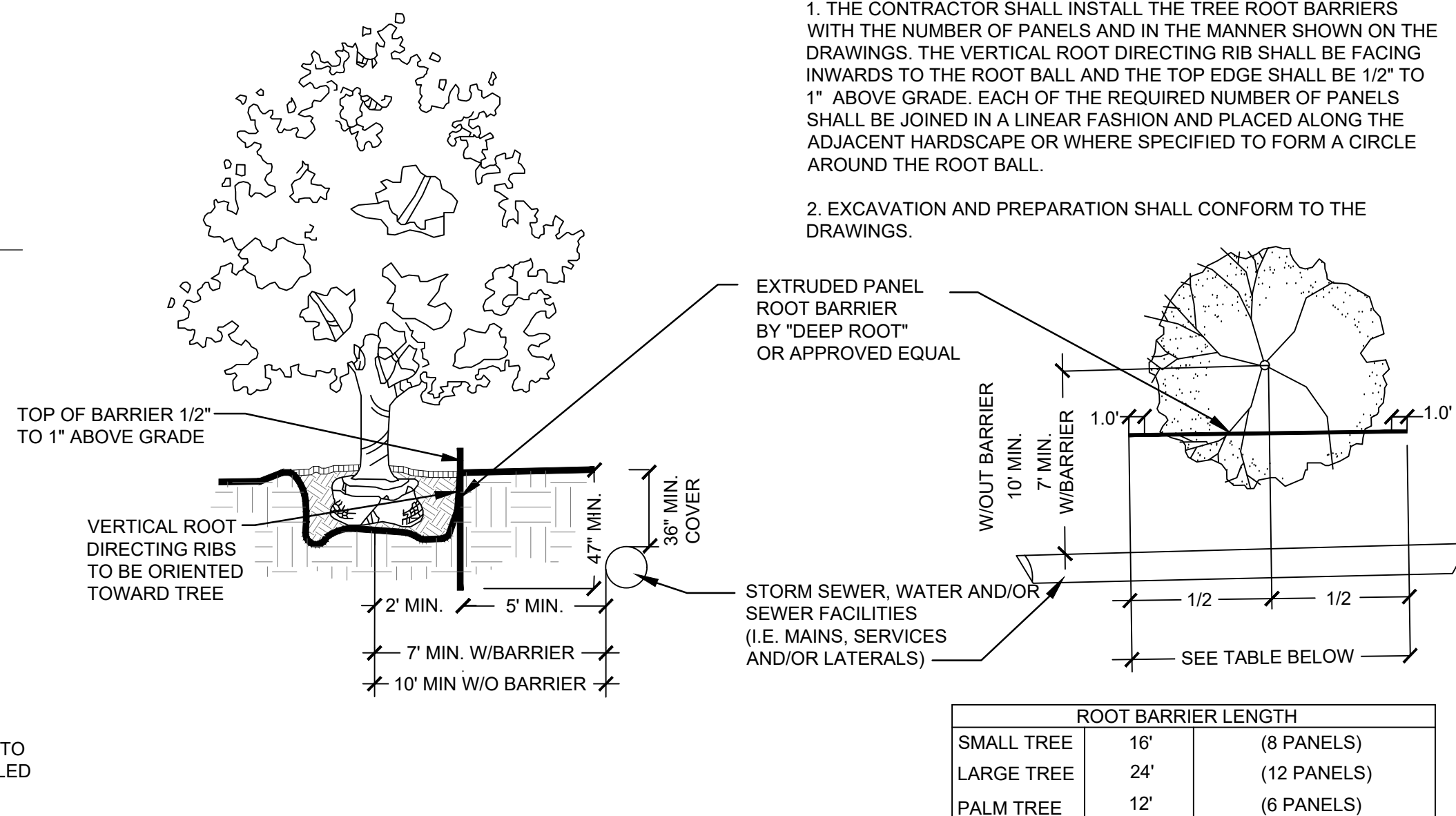
A. MATERIALS
1. THE CONTRACTOR SHALL FURNISH AND INSTALL TREE ROOT BARRIERS AS SPECIFIED. THE TREE ROOT BARRIERS SHALL BE EITHER PRODUCT UB 48-2 AS MANUFACTURED BY DEEPROOT PARNTERS, L.P., 81 LANGTON STREET, SUITE 4, SAN FRANCISCO, CA 94103 (800.458.7668), OR APPROVED EQUAL. THE BARRIER SHALL BE BLACK, EXTRUDE PANELS, OF 0.80" (2.03MM) WALL THICKNESS IN MODULES 24" (61CM) LONG 48" (122 CM) DEEP; MANUFACTURED WITH HOMOPOLYMER POLYETHYLENE WITH ADDED ULTRAVIOLET INHIBITORS; RECYCLABLE. EACH 2 FOOT (61CM) SECTION SHALL HAVE:

NOT LESS THAN 4 MOLDED INTEGRAL VERTICAL ROOT DIRECTING RIBS OF A MINIMUM 0.080" (2.03MM) THICKNESS PROTRUDING 1/2" (12.7MM) AT 90° FROM INTERIOR OF THE BARRIER PANEL, SPACED 6" (154 MM) APART. SEE PANEL DRAWING.

AN INTEGRATED JOINING SYSTEM PROVIDING FOR INSTANT ASSEMBLY BY SLIDING ONE PANEL INTO ANOTHER.

B. CONSTRUCTION AND INSTALLATION
1. THE CONTRACTOR SHALL INSTALL THE TREE ROOT BARRIERS WITH THE NUMBER OF PANELS AND IN THE MANNER SHOWN ON THE DRAWINGS. THE VERTICAL ROOT DIRECTING RIB SHALL BE FACING INWARDS TO THE ROOT BALL AND THE TOP EDGE SHALL BE 1/2" TO 1" ABOVE GRADE. EACH OF THE REQUIRED NUMBER OF PANELS SHALL BE JOINED IN A LINEAR FASHION AND PLACED ALONG THE ADJACENT HARDSCAPE OR WHERE SPECIFIED TO FORM A CIRCLE AROUND THE ROOT BALL.

2. EXCAVATION AND PREPARATION SHALL CONFORM TO THE DRAWINGS.

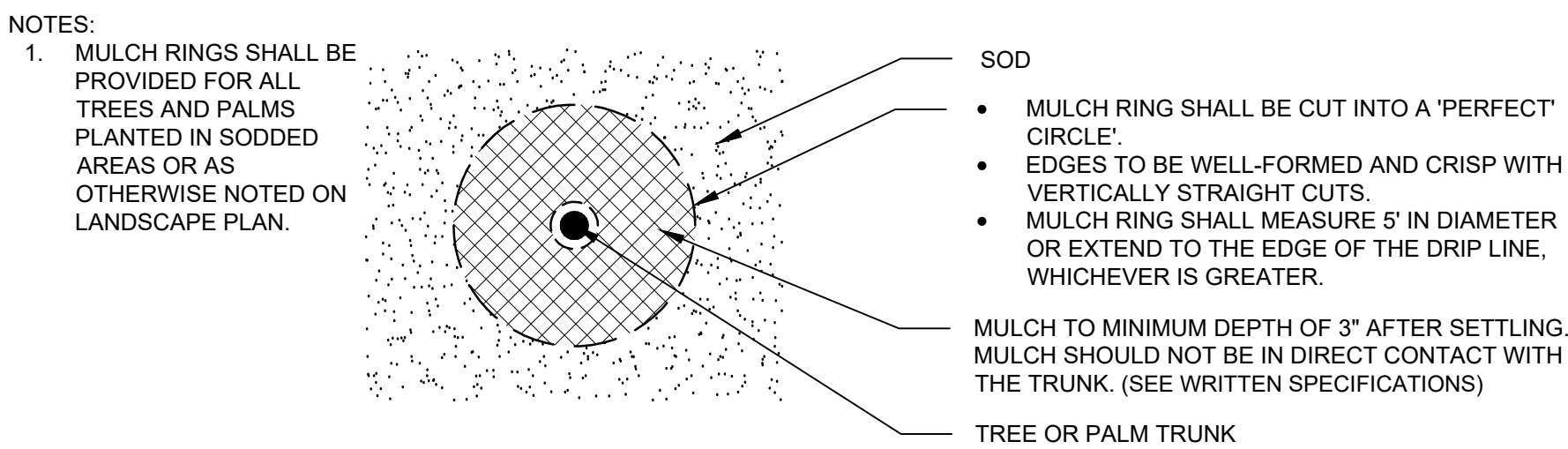


LANDSCAPE AND ROOT BARRIER NOTE:

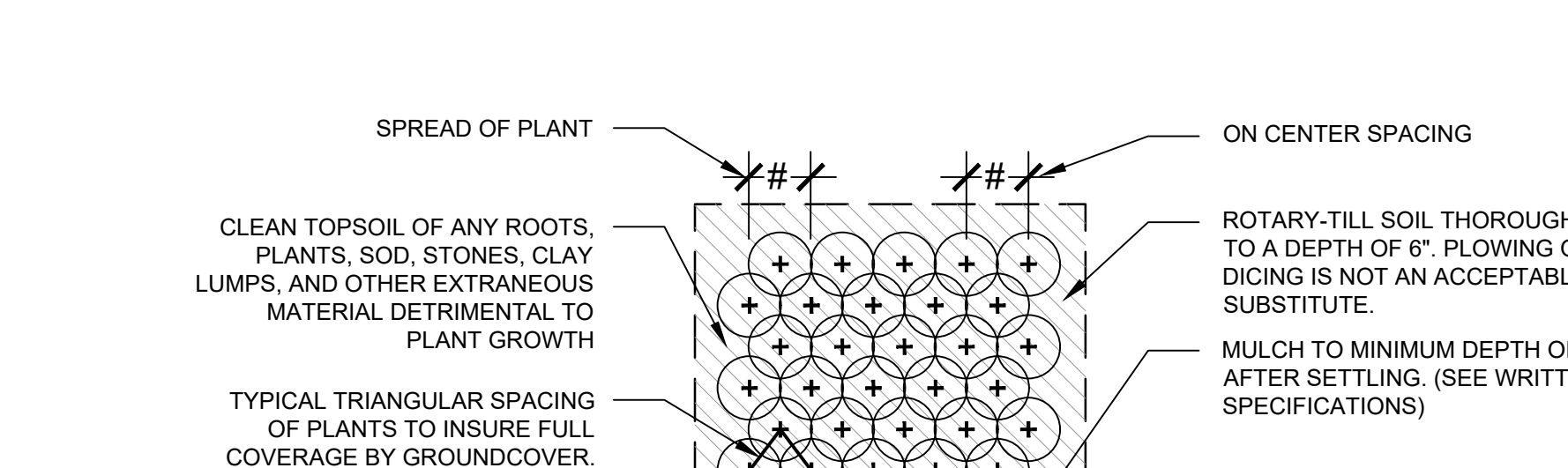
TREES SHOWN ON THIS PLAN ARE FOR GRAPHIC REPRESENTATION ONLY. TREE SPACING IS BASED ON DESIGN REQUIREMENTS AND THE TREES SHOWN ON THESE PLANS ATTEMPT TO ACCOMPLISH THAT SPACING WHILE MAINTAINING THE REQUIRED SETBACKS FROM UTILITIES AND OTHER INFRASTRUCTURE. TREES MAY BE FIELD ADJUSTED TO AVOID CONFLICTS WITH DRIVEWAYS AND UNDERGROUND UTILITIES. IN ANY CASE THE TREES SHALL BE LOCATED IN THE FIELD IN ACCORDANCE WITH THE PLANTING DETAILS SHOWN HEREON.

ADDITIONALLY, TREES ARE TO BE INSTALLED WITH A TEN FOOT (10') SEPARATION FROM ANY STORM SEWER, WATER AND OR SEWER MAIN AND/OR SERVICE, HYDRANTS, AND LIFT STATIONS. IF A TEN FOOT (10') SEPARATION CANNOT BE ACHIEVED, THE TREE CAN BE INSTALLED WITH A ROOT BARRIER SYSTEM. REFER TO THE "ROOT BARRIER" DETAIL FOR INSTALLATION REQUIREMENTS. HOWEVER, IN NO CASE SHALL A TREE ENCR OACH INTO A UTILITY EASEMENT WITHOUT PRIOR APPROVAL FROM THE UTILITY PROVIDER AND ONLY SOD CAN BE INSTALLED WITHIN 7.5' OF A FIRE HYDRANT UNLESS PRIOR APPROVAL BY THE FIRE MARSHAL AND UTILITY PROVIDER.

ROOT BARRIER DETAIL
NOT TO SCALE



MULCH RING IN SOD DETAIL
NOT TO SCALE



GROUND COVERS & ROOTED CUTTING PLANTING DETAIL
NOT TO SCALE

urban
design
studio

Urban Design
Land Planning
Landscape Architecture

610 Clematis Street, Suite CU02
West Palm Beach, FL 33401
561.366.1100 FAX 561.366.1111
www.udsfloida.com
#LA0001739

Copyright:
All ideas, designs, arrangements, and plans represented by this drawing are owned by and the property of the designer, and were created for the exclusive use of the specified project. These ideas, designs, arrangements or plans shall not be used by, or disclosed to any person, firm, or corporation without the written permission of the designer.

Oxygen Development

Palm Springs, Florida
Landscape Details

Drawing name: H:\0058\Oxygen Development_07_4007\Oxygen_SPH_003\Drawings\landscape_Plan\0029_10-27_LP_Resubmittal.dwg

DESIGN DEVELOPMENT

Date: 05.16.2022
Project No.: 07-066.002
Designed By: JEB
Drawn By: JEB
Checked By: WT

Revision Dates:
05.16.2022 SUBMITTAL
07.29.2022 RESUBMITTAL
09.09.2022 RESUBMITTAL
09.20.2022 RESUBMITTAL
10.27.2022 RESUBMITTAL

LA-5
of 6

SECTION 02950

TREES, SHRUBS AND GROUND COVER

PART I - GENERAL

By bidding on this project and/or signing a contract for landscape work, the Contractor acknowledges that he/she has read and understood these specifications in their entirety, that he/she has inspected the site, and that he/she will abide by all plans, specifications, and conditions found herein. Any persons within the specifications or on the plant list including unavailability of materials, are to be brought to the attention of the Landscape Architect prior to bid submission.

1.01 WORK INCLUDED

- Contractor shall obtain or ensure that all necessary permits have been granted to the Owner for work on the Owner's properties or in any adjacent easements prior to commencement of work.
- All planting and construction work shall be executed as shown on the provided drawings, schedules, and specifications.
- Any additional work or materials required to install landscape elements as called for on the plans, specifications or plant list shall be provided and installed by the Contractor.
- Finish Grade Elevations: 2 inch below top of pathway edging.
- The Contractor shall be entirely responsible for all work until final acceptance by the Owner. The Contractor shall protect all materials and work against injury and shall provide and maintain all necessary guards for the protection of the public. He shall be held responsible for any negligence during the execution of the work.

1.02 QUALITY ASSURANCE

- All work specified herein shall be performed by a single firm specializing in landscape work. The Landscape Architect and the Owner retain the right to approve any proposed subcontractors prior to awarding the contract.
- Ship landscape materials with certificates of inspection required by governing authorities. Comply with all regulations applicable to landscape materials.
- Package standard products with manufacturers certified analysis. For other materials, provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Agricultural Chemists, wherever applicable.
- Provide trees, palms, shrubs and groundcover grown in a recognized nursery in accordance with good horticultural practice. Materials must be healthy and vigorous, free of disease, insects, eggs, larvae, and defects such as decay, rot, knots, sun scald, injuries, abrasions, and poor or unusual form. No collected material will be permitted unless specific written approval is granted.
- Do not make substitutions. If specified landscape material is not available at time of planting, submit proof of non-availability and provide a list of proposed equivalent material. Once authorized, adjustments to the contract will be made. Owner is not financially responsible for unauthorized substitutions.
- Plant materials of larger size than specified may be used if acceptable to Landscape Architect and if sizes of root balls are increased proportionately. Installation of larger sizes will not increase contract amount unless specifically authorized by Owner.
- Owner and Landscape Architect reserve the right to inspect, approve or reject at any time plant materials or work either at the nursery or at the site which does not meet the condition in the plans, plant list or specifications.
- The Contractor shall be responsible for planting the landscape in complete accordance with all applicable codes, ordinances, and laws. Any modification made to conform with said codes, laws and ordinances, after the bid is awarded, shall be completed at the Contractor's expense at no additional cost to the Owner.

1.03 SUBMITTALS

- Certification: Submit certificates of inspections as required by governmental authorities, and manufacturers or vendor's certified analysis for soil amendments and fertilizer materials. Submit other data substantiating that materials comply with specified requirements.
- Submit seed vendor's certified statement for each grass seed mixture required, stating botanical and common name, percentage by weight, and percentage of purity, germination, and weed seed for each grass seed species.
- Planting Schedule: Submit planting schedule showing schedule dates for each type of planting in each area of site.
- Maintenance Instructions: Submit typewritten procedures for maintenance of landscape work, through final acceptance.

1.04 DELIVERY, STORAGE AND HANDLING

- Packaged Materials: Deliver packaged materials in original containers showing manufacturer's guaranteed weight analysis and name of manufacturer. Protect materials from damage and deterioration during delivery and storage.
- Trees, shrubs, and ground covers: Provide freshly dug trees, palms, and shrubs. Do not prune prior to delivery. All plants shall be handled and stored so that they are adequately protected from drying out, from sun or wind burn, and from any other injury at all times. Any plant determined to be wilted or burned may be rejected at any time, whether in the ground or not. Plant materials shall be handled only by their containers or root balls, not by stems or trunks. Trees that are scraped or scarred during delivery, storage, or planting will be rejected. The on-site storage area shall be approved prior to the delivery of any plant materials. Do not bend or bend plants in such a manner as to damage bark, break branches, or destroy natural shape. Provide protective covering during delivery.
- Deliver plant materials after preparation for planting are complete, and plant immediately. Roots or balls of all plants shall be adequately protected at all times from sun and/or wind. Balled and burlapped (BB&B) plants that cannot be planted immediately upon delivery shall be set on the ground and protected by having soil, wet peat, or other acceptable material covering the roots or balls keeping them moist.
- Do not remove container grown stock from containers until planting time.
- Label at least one tree, one palm and one shrub of each variety with a securely attached waterproof tag bearing legible designation of botanical and common name, if requested by Owner.
- Sod: Time delivery so that sod will be placed within 24 hours after stripping. Protect sod against drying and breaking of rolled strips.

1.05 JOB CONDITIONS

- Proceed with and complete landscape work as rapidly as portions of site become available.
- Utilities: Determine location of overhead and underground utilities and perform work in a manner which will avoid possible damage. Hand excavate, as required. Forty eight (48) hours prior to digging, call the appropriate Utility Authority to have all utilities identified and marked in order to avoid conflicts.
- Protection of Existing Structures: All existing buildings, walks, walls, paving, piping, and other items of construction and planting already completed or established shall be protected from damage. All damage resulting from negligence shall be repaired or replaced, including but not limited to marks on pavers and cracks within existing walkways caused by the Contractor. The Owner may, at his discretion have any damage repaired by others and subsequently costs back-charged to the Contractor.
- Protection of Existing Plant Material: The Contractor shall be responsible for all unauthorized cutting or damage to existing trees or shrubs caused by careless operation of equipment, stockpiling of materials, etc. This shall include compaction by driving or parking inside the drip-line of any tree, or spilling of oil, gasoline, or other deleterious materials within the drip-line of any tree. No materials shall be burned.
- Excavation: When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstructions, notify Landscape Architect before planting.

PART II - PRODUCTS

2.01 TOPSOIL

- The Contractor is required to obtain a soil sample and perform a soil analysis test to determine the existing soil composition and conclude whether it complies with the composition criteria below.
- Where topsoil does not meet the specified limits within the project site, it shall be furnished. Throughout all parts of site where finish grades and contour lines differ from existing contour lines, bring to finish grade contours shown on "Grading Plan."
- Topsoil shall be friable, fertile soil with representative characteristics of local soils. It shall be free of heavy clay, marl, stone, extraneous lime, plant roots, refuse and/or solid waste, sticks, brush, construction debris and any other deleterious materials. There shall be no noxious weeds or weed seeds (i.e., nut grass, Bermuda grass and the like). In no case shall there be more than five percent (5%) by dry weight of clay lumps or stones larger than 1". It shall test in the pH range of 6.0 to 7.2 and shall contain no substance that will impede plant growth. The Contractor shall have topsoil laboratory-tested at his expense and approved by Landscape Architect or Owner prior to material delivery.

Topsoil shall conform to the following specifications:

COMPONENTS	DRY WEIGHT MEASURE	PARTICLE SIZE
Organic Matter	2% - 7%	
Silt/Clay	2% - 10%	< 0.074 mm
Sand	85% - 98%	0.075 - 3.00 mm
Gravel	0% - 5%	4.75 mm - 1 inch

The analysis shall also show the following ranges:

Soluble salt	2 - 1.0 mmhos/cm
Nitrogen	25-150 PPM
Phosphorus	26 - 39 PPM
Potassium	50 - 250 PPM
Calcium	500 - 2500 PPM
Magnesium	50 - 500 PPM
Iron	2.5 - 25 PPM
Manganese	2.5 - 25 PPM
Zinc	1.3 - 5 PPM
Copper	0.5 - 1.5 PPM
Boron	15 - 200 PPM
Sulphur	less than 100 PPM
Chlorine	less than 10
Sodium	less than 10
Nematodes	none

2.02 SOIL AMENDMENTS AND FERTILIZERS

- Peat Moss: Peat moss shall be a commercial, baled sphagnum material, free of woody material, minerals, or foreign matter, with a pH range of 3.0 - 5.5.
- Sand: Sand shall be clean, sharp, and free of all deleterious material.
- Lime: Natural limestone (Dolomite) containing not less than 85% of total carbonates, ground so that not less than 90% passes a 10-mesh sieve and not less than 50% passes a 100-mesh sieve.
- Humus Soil Conditioner: Consisting of yard trimmings and biosolids co-compost.
- Fertilizer: Fertilizer shall be a commercial grade, granular, slow release "pre-plant" type fertilizer.
 - Fertilizer shall be delivered to the site in the original unopened container, bearing the manufacturer's guaranteed analysis. Any opened, caked, or damaged fertilizer will be rejected.
 - Tree, palm, shrub and grass fertilizer shall be "UF (University of Florida) Formulated" product 8-2-12 or 8-2-13 with minor elements as an all-purpose fertilizer, or equal, and applied according to the manufacturer's direction.
 - Application of fertilizer shall be consistent with the current recommendations of the Green Industries - Best Management Practices.
 - Fertilizer shall be applied by an individual who has successfully completed the GI-BMP program and holds a current Urban Fertilizer License or as required by the State and Local Ordinances.

2.03 WATER

- All water necessary for planting and maintenance shall be of satisfactory quality to sustain adequate growth of plants and shall not contain harmful, natural or man-made elements detrimental to plants.

2.04 OTHER LANDSCAPE PRODUCTS

- Mulch: Mulch shall be shredded Melaleuca, Eucalyptus, Grade "A" Pine Bark Nuggets, or approved equal, free of foreign materials and weed seeds. Minimum depth after settling shall be 3".
- Guying and Bracing: Tree guying and bracing shall be the responsibility of the Contractor in accordance with the planting details to insure stability and maintain plants in an upright position.
- Anti-desiccant: Anti-desiccant shall be "Wiltpur" or equal, if specified on plans.
- Tree Wound Paint: Tree wound paint shall be an asphaltic base paint containing an anti-desiccant agent, specifically prepared for tree surgery work.
- Super Absorbent Polymer: "Terra Sorb" or approved equal as packaged in 3 oz. Handy Pac composed of synthetic acrilamide copolymer, potassium, acrylate. Particle size of 1.0 mm to 3.0 mm and absorption rate of 300 times its weight in water, if specified on plans.

Apply dry, using the following amounts:

- For trees and palms up to 36" diameter root ball, use one 3 oz. Handy Pac.
- For trees and palms over 36" diameter root ball use two 3 oz.
- Handy Pacs. Broadcast throughout planting hole and backfill as per manufacturers specifications.

For container grown plants:

Container Size	Application Rate
1 Gallon	1 Handy Pac / 9 Containers
3 Gallons	1 Handy Pac / 4 Containers
7-10 Gallons	1 Handy Pac / 2 Containers
20 Gallons	1 Handy Pac / 1 Container

2.05 PLANT MATERIAL

- Plant list is part of this specification section. The Contractor shall be responsible for furnishing and installing all plant materials shown on the drawings and plant list. In case of conflict between the two documents, the drawings shall prevail.
- Quality: Trees, palms, shrubs, and other plants shall be Florida #1 or better as defined in the latest edition of Grades and Standards for Nursery Plants, Florida Department of Agriculture and Consumer Services. Multi-trunked trees will not be accepted unless they are specifically specified in the planting plans. All plants shall have a normal habit of growth and shall be sound, healthy, and vigorous. Trees shall have normal well-developed branching structures and vigorous root systems that are not root or container bound.
 - Balled and burlapped plants (BB or b&b) shall be dug with firm, natural balls of earth, of sufficient depth and diameter to include the fibrous and feeding roots. Plants with cracked, dry, or broken balls will not be accepted, nor will plants with root balls of insufficient size.
 - All plants, other than those collected on site, shall be nursery grown in accordance with good horticultural practices and under climatic conditions similar to the site for at least two years. Transplanting or root pruning shall have taken place during growth.

- Size: Plant sizes shown in the plant list are minimums. When a plant size is given by height and spread or by container size, all specifications are minimums to be met or exceeded. All trees and shrubs shall be measured when their branches are in a normal position. Spread dimensions specified refer to the main body of the plant and not from extreme branch tip to tip. Height is measured from the soil line to the average height of the canopy. Measurement does not include any terminal growth; the container or root ball is also not included.

Unless otherwise specified, the determining measurement for trees shall be caliper, which shall be measured 6" above the ground for trees up to 4" in caliper, and 12" above the ground for trees over 4" caliper.

2.06 GRASS MATERIALS

- Types: Sod type shall be as specified on the provided landscape plan and associated plant schedule.
- Dimensions: The sod shall be taken up in commercial size rectangles, preferably 12-inch x 24-inch, re-amp, and water again.
- Measurement: Sod shall be measured on the basis of square footage. Contractor shall be responsible for complete coverage based on the square footage shown on plans; therefore, Contractor shall factor in cutting and shrinkage of materials.
- The sod shall be sufficiently thick to provide a dense stand of live grass. The sod shall be live, fresh and unninged at the time of planting. It shall be a soil mat of sufficient thickness, at least 2" thick, adhering firmly to the roots to withstand all necessary handling. It shall be free of weeds and other grasses. It shall be planted as soon as possible after being dug, and shall be shaded and kept moist from the time it is dug until it is planted. After approval, the area from which the sod is to be harvested shall be closely mowed and raked as necessary to remove excessive top growth and debris.

2.07 REJECTION, SUBSTITUTION, AND RELOCATION

- All plants not conforming to the requirements herein specified shall be considered defective and such plants shall be marked as rejected and removed from the site whether in the ground or not, at the Contractor's expense. Such removal shall take place immediately and new plants shall be brought in as replacements. The plant materials must meet all applicable inspections required by law.
- The Owner or Landscape Architect also reserves the right to require that plants be relocated after installation if their initial installation does not conform to the plans or the intent of the plans, or if the original location poses an unforeseen threat to other facilities, human life, health, or safety, or to site utilities. Such relocation shall be at the Contractor's expense.

PART III - EXECUTION

3.01 GENERAL

- Proceed with and complete landscape work as rapidly as portions of the site become available below.
- No planting shall be done until all operations in conjunction with the installation of the sprinkler system have been completed, final grades have been established, planting areas have been properly graded and prepared.
- Adverse Conditions: When conditions potentially detrimental to plant growth are encountered during work, such as rubble or refuse fill, adverse drainage conditions, or obstructions, notify Owner or Landscape Architect before planting.
- Work Scheduling: Work is to be scheduled to establish a logical sequence of steps for completion of each type and phase of landscape work, in such a way as to correspond with, and avoid damage and conflict with, other disciplines on site.
- Coordination with Sod/Lawn: Plant trees, palms, and shrubs only after final grades are established, and prior to sodding or lawn establishment. If such planting must be done after lawn work, protect lawn/sod areas during planting and promptly repair any resulting damage.
- Timing:
 - Planting work shall not be started until the final subgrade has been established, berms have been constructed and fine finished grading completed.
 - Under no conditions shall work be done if weather or soil conditions are not satisfactory.
- Clean-up:
 - At all times during the construction and installation, the site shall be maintained in a clean, orderly and safe condition. Streets and pavements shall be kept clean. Materials and equipment for planting work shall be limited to the quantity required for the particular phase of work currently underway on the job site.
 - Protect landscape work and materials from damage due to landscape installation and maintenance operations, operations by other contractors and trades, and trespassers. Maintain protection during installation, Maintenance and Establishment periods. Treat, repair or replace damaged landscape work as directed.

3.02 SOIL PREPARATION

- Grading and soil preparation work shall be performed only during periods when best results can be obtained. If the moisture content of the soil is high enough that work would damage soil structure, grading and tilling operations shall be suspended.

- Before mixing in soil amendments, clean topsoil of roots, plants, sods, stones, clay lumps, and other extraneous materials harmful or toxic to plant growth. Apply Herbicide for weed control as needed.
- Mix specified soil amendments and fertilizers with topsoil at rates specified. Delay mixing of fertilizer if planting will not follow placing of planting soil within a few days.

- For planting beds, mix planting soil either prior to planting or apply on surface of topsoil and mix thoroughly before planting.

- Mix line with dry soil prior to mixing of fertilizer.
- Prevent time from contacting roots of acid-loving plants.

- Unless drawings indicate otherwise, berms shall not exceed a 3:1 slope. Berms near buildings or in potentially troublesome drainage situations shall be checked for correct drainage by the project Engineer or Owner prior to planting.
- Tree and shrub planting beds which fall within or near parking lot areas shall be completely excavated and back-filled with topsoil. All shell-rock or other base materials, and all subsoil and debris, shall be completely removed from beneath such planting areas, to a minimum depth of 24".
- All tree and/or shrub planting areas within 36" of building foundations, and any other planting areas where significant buried construction debris is encountered, shall be excavated to a minimum depth of 24" and backfilled with topsoil as specified elsewhere in these specifications.

3.03 TILLING

- Before mixing, clean soil of roots, plants, clay lumps, stones in excess of 1" in diameter, and other extraneous or potentially harmful materials.
- After all soil conditioning (and topsoil if called for on plans) has been spread at specified rates, the areas to be planted should be thoroughly rotary-tilled to a depth of six (6) inches. Plowing or dicing is not an acceptable substitute for rotary-tilling.

- If the sprinkler system is installed after grading and tilling is completed, the backfill shall be refilled in the affected areas.
- When the subgrade, topsoil addition, soil conditioning, and tilling have been accomplished, all areas so treated shall be compacted and settled by application of heavy irrigation to a minimum depth of twelve (12) inches. Erosion scars shall be repaired.

3.04 FINE FINISH GRADING

- When preliminary grading has been completed and the soil has dried sufficiently to be readily worked, all lawn and planting areas shall be graded to the elevations indicated on the Engineering Plans. The top four (4) inches shall be completely free of stones larger than one (1) inch. Grades not otherwise indicated shall be uniform levels or slopes between points where elevations differ. Positive drainage away from buildings shall always be maintained. Surface drainage shall be directed as indicated on the drawings by remodeling surfaces to facilitate the natural run-off of water. All depressions where water will stand, all voids, erosion, settled trenches and excavations, and all ridges and rises shall be amended and/or removed leaving a smooth, even finish grade. If additional amended topsoil is required to accomplish the intent of this specification, it shall be according to the foregoing specifications for topsoil.

- All area shall be graded so that the final grades are 2" below adjacent paved areas, sidewalks, valve boxes, moving strips, clean-outs, drains, etc., with appropriate adjustments for varying sod thicknesses. The intent is for water always to drain away from paving into lawns and shrub areas.
- Eliminating all erosion scars prior to beginning planting.
- The Owner and/or his representative shall approve all final finish grades prior to planting.

- Prior to fine grading or the installation of plant material the Contractor shall obtain certification that the project area is at the grade levels proposed by the Civil Engineer or Landscape Architect from a licensed Surveyor. The Contractor shall fine grade the lawn and planting areas to bring the rough grade up to final finished grade allowing for thickness of sod and/or mulch depth.

3.05 PLANTING TREES AND PALMS

- Layout individual tree locations and areas for multiple plantings. Stake all locations and outline areas, then secure Landscape Architect's acceptance before the start of planting work.
- Prior to preparation of tree pits, ascertain the location of all electrical cables, all conduits, all utility lines, oil tanks and supply lines, so that proper precautions may be taken not to disturb or damage any existing conditions. Properly maintain and protect existing utilities. Should such underground or overhead obstructions be encountered that interfere with planting, the Contractor will inform the Landscape Architect or Owner's representative and shall be consulted as to the adjustment of the location of plants to clear such obstruction or the relocation of the obstruction.
- Tree pit locations shall be staked by the Contractor and approved by the Owner or Landscape Architect before digging. Pits shall be excavated to the depth and width indicated and all subsoil removed.
- Protect all areas from excessive compaction by foot traffic or machinery when bringing trees to the planting area.
- All excavated holes shall have vertical sides with roughened surfaces and shall be of a size that will at least hold the original plant container or ball. In all cases the holes shall be large enough to permit handling and planting without damage to the roots or root ball.
- Excess soil shall be removed or utilized as directed by Owner or the Owner's representative. If the excess soil will not be used, it is the responsibility of the Contractor to remove and dispose of the discarded soil off site in an acceptable manner.
- Tree pits shall be topdressed with a mixture as specified elsewhere in these specifications. Palm tree pits will be backfilled with a mixture of up to 95% sand and 5% organic material.
- Add fertilizer to tree pits as specified elsewhere in these specifications.
- Set balled and burlapped stock on a layer of 50% native soil and 50% topsoil compacted to a 6" depth below the top of the ball. Loosen burlap from top of sides of the ball but do not burlep shall be pulled from underneath. Remove non-organic binding material (if any) from tree ball. Immediately cut any damaged roots with clean shears. Using a plumb to assure that the tree is properly upright, begin filling the hole and tamping the fill material. When the hole is 2/3 filled, water thoroughly and probe with a stick to be sure that no air pockets remain. Re-plant, complete filling the hole, re-amp, and water again.
- Set container-grown stock as above, taking care not to damage roots when removing the container.
- During planting, do not cover the top of the root ball with the soil mixture. All rope, wires, burlap mesh etc., shall be removed from the root ball. No synthetic burlap is allowed on a plant material. Synthetic burlap is unacceptable for rootballs. Trees shall be planted so that the base top of the root ball is 2" above final grade. Allow for settling. Any trees resting deeper or higher must be either reset or replaced at the discretion of the Owner or Landscape Architect; such work shall be at the Contractor's expense.
- Create a watering basin around each tree at least as wide as the root ball in diameter formed by a circular ridge of soil at least 6" high.
- Each planted tree shall be watered to a minimum depth of 3" (after setting). Mulch shall not be applied until the tree has been thoroughly watered and two days have elapsed. Mulch should be placed so that it is not in direct contact with trunks.
- All trees are to be staked or guyed per these specifications. All stakes shall be painted a conspicuous color or shall be flagged with visibility and public safety; guy wires shall be flagged with visibility.
- Palms shall be planted per above specifications.

3.06 PLANTING SHRUBS, VINES, AND GROUND COVERS

- The locations of all plants, bed outlines and all other areas to be planted shall be clearly marked with agricultural gypsum or landscape marking paint then approved by the Owner or Landscape Architect before any holes are dug.
- No planting shall be done until the area concerned has been satisfactorily prepared in accordance with these specifications.
- No more plants shall be distributed in the planting area on any work day than can be planted and watered in that day.
- Unless otherwise indicated, all plants shall be planted in pits, centered as called for on the plant list, and set in 24" depth of topsoil as specified elsewhere in these specifications to such depth that the soil line of the plants will match the surrounding grade after setting. Plants shall be planted in a vertical position and oriented to give the best possible appearance or relationship to adjacent structures or features. Containers or binding. All damaged roots shall be cut away cleanly. Planting soil shall be placed and compacted carefully to fill all voids and avoid root injury. When the hole is 2/3 filled, water thoroughly. The hole shall then be filled to finish grade and a shallow saucer shall be formed around each bed. After setting, soil shall be added as needed to bring the hole to grade level.
- Azaleas and other ericaceous and acid-loving plants shall be backfilled with a mixture of 20% topsoil and 80% acid peat. They shall be set so that the bases of the plants are slightly higher than they grew in the container or nursery after setting. At no time shall lime in any form be brought into contact with the plants or their roots. Mulch with pine straw unless noted otherwise.
- Add fertilizer to plants as outlined in section 2.02.
- Vines shall be planted in pits containing at least 2 cubic feet of prepared topsoil. They shall be planted in the same manner as shrubs, and shall be mulched. Vine stems shall be fastened to walls, trellises, etc. as specified in the drawings.
- Groundcover plants shall be laid out in their proposed planting locations without being removed from their containers after the soil is properly prepared per these specifications. Planting method for vines is the same as for other shrubs.
- Any plants which, after setting, rest significantly higher or even slightly lower than they grew in the nursery or container are subject to resetting or replacement at the discretion of the OWNER or Landscape Architect. Such work shall be at the Contractor's expense.
- If called for in the plans, landscape edging shall be installed as specified.
- All planting beds and individual plantings shall be mulched with a minimum of 3" (after settling) of mulch as specified in this document. Mulch shall be free of weed seeds and other foreign matter.

3.07 ANNUAL AND SEASONAL COLOR BEDS

- Beds shall be mulched to a height 6" on top of the existing grade and composed of 50% topsoil and 50% compost.
- Soil shall be covered with 1/2" - 1" deep layer of Pine Fines Mulch or comparable product.

3.08 PRUNING

- All pruning shall be done in the presence of, and with the approval of, the Owner or

- Landscape Architect. Only clean, sharp tools designed for the purpose shall be used. The goal of pruning is always to preserve and enhance the natural character of the plant. Pruning shall be done per modern horticultural practice (see National Arborist Standards, latest edition).
- Pruning shall be limited to the minimum necessary to remove injured twigs, branches, and wounds, to compensate for root loss suffered during digging and transplanting, and to thin and shape shrubby trees. In no case shall more than 1/3 of the branching structure be removed. Damaged, scarred, frayed, split, or skinned twigs, branches, or limbs shall be pruned back to the next sound outside lateral bud, branch or limb. The terminal bud or leader shall never be removed.
- Prune trees and shrubs to retain required height and spread. Remove the minimal amount of wood necessary to clear the trunk and shrubs. Also, remove dead or dying fronds from palms. Cuts over 3/4" in diameter shall be treated with tree wound paint; all exposed living tissue shall be covered.
- Existing Trees: If indicated on drawings, Contractor shall prune and thin existing trees on site. The use of climbing spurs is prohibited. All diseased, dead branches and those interfering with nearby plant growth shall be removed. Pruning shall be done by the Contractor or others as directed by the Owner or Landscape Architect. Cuts will be flush with the trunk or limb and shall be painted with tree paint. Remove any nails, wires, etc. fastened to the tree.

3.09 PLANTERS - DECORATIVE OR STRUCTURAL

- If specified, landscaping in planters shall be installed using the following method:

- Install 4" deep layer of fine crushed stone in bottom of planter.
- Install filter fabric over stone layer. Turn up edges of fabric all around.
- Install planting soil mix over filter fabric to within 3/4" of top for planter. Do not compact planting soil.
- When plant material as specified elsewhere in these specifications.
- Install 3" of mulch over planting soil.

3.10 SODDING NEW LAWNS

- The Contractor shall sod all areas indicated and noted on the drawings. No sodding shall occur until all sod holes are cleared and a rough grade has been established. The ground brought to an even grade and specified amendments have been added. See details for specific amendments as per sod type.
- Whenever a suitable area has been graded and is ready for sodding the Contractor shall, when directed by the Landscape Architect, proceed at once with the sodding of the available areas. Sod shall be incorporated into the project at the earliest practical time in the life of the contract. No sod which has been cut for more than seventy two (72) hours shall be used unless specifically authorized by the Landscape Architect or Owner after his careful inspection thereof. Any sod which is not planted within twenty four (24) hours after cutting shall be stacked in an approved manner and maintained properly moistened.
- The sod shall be placed on the prepared surface, with edges in close contact, and shall be firmly and smoothly embedded by light tamping with appropriate tools. Sod shall be rolled with 1,000 lbs. roller unless waived by the Landscape Architect or Owner.
- Where sodding is used in drainage ditches, sod panels shall be set in a staggered pattern, such as to avoid a continuous seam along the line of flow. Offsets of individual strips shall not exceed 180 degrees.
- On areas where the sod may slide, due to height and slope, the Landscape Architect or Owner may direct that the sod be pegged, with pegs driven through the sod blocks into firm earth, at suitable intervals.
- Any pieces of sod which, after placing, show an appearance of extreme dryness shall be removed from the work.
- Where placement of new sod abuts existing sodded areas, new sod must be placed in such a manner as to produce an even transition to existing sodded areas.
- It shall be the responsibility of the Contractor to bring the sod edge in a neat, clean manner to the edge of all paving and shrub areas.

PART IV MAINTENANCE, ESTABLISHMENT AND WARRANTY PERIODS

4.01 MAINTENANCE AND ESTABLISHMENT PERIOD

- The Maintenance Period shall begin immediately after each plant is planted, and the Contractor shall continuously maintain all areas involved in this contract during the progress of the work.
- The Establishment Period shall begin on the first day after all planting and installation of all landscape elements is completed and initially accepted. The Contractor shall continuously maintain all areas from initial acceptance until final acceptance by the Owner. The Establishment Period shall continue for not less than ninety (90) continuous calendar days. Hurricane cut Sabal Palms shall have an Establishment Period of not less than one hundred and eighty (180) calendar days. The Establishment Period will end at the time the project is given final acceptance. An inspection shall be made by the Owner or Landscape Architect to accept the completed work and issue a determination of substantial completion. Inspections may be performed on all or partially completed phased work under the Contract, as directed by the Owner.
- Minor maintenance and cleanings shall be carried out, but not necessarily be limited to, pruning, watering, cultivating, weeding, mulching, lightening or replacing guys and stakes, resetting plants to proper grades or upright positions, furnishing and applying sprays as necessary to combat insects and disease, litter control, rolling, fertilizing and replanting.
- Planting areas and plants shall be protected at all times against damage of any kind for the duration of the maintenance and establishment periods. Any plants are injured or damaged they shall be treated or replaced as directed by the Owner or Landscape Architect at no additional cost. The Contractor is responsible for acts of vandalism or theft during the maintenance and establishment period unless this responsibility is assumed in writing by another party.
- Tree pits shall be kept clear of debris and free of obstructions. The Contractor shall be responsible for maintaining adequate protection of the site. Areas damaged by the Landscape Contractor's men or equipment, or the men or equipment of the subcontractor's, shall be repaired at the Landscape Contractor's expense.
- The Contractor is responsible for keeping all plant materials adequately watered after installation even if the irrigation system is not operational. Plants shall receive a thorough watering immediately after planting. Afterwards, plants shall be watered during the maintenance and establishment periods per the requirements set forth in "Water Requirements for Newly Planted Grass, Ground Covers, Shrubs and Trees in Florida," distributed by Florida Water Management District. In those areas where a permanent irrigation system will not be provided, the Contractor is responsible for implementing the Watering Program identified in the Landscape Plans.
- The Landscape Contractor is responsible for keeping all plant materials adequately fertilized throughout the Maintenance and Establishment Periods. Fertilizer shall be applied at a rate to keep plant materials healthy. All fertilizer shall be done under the direction of a licensed fertilizer operator.
- Herbicide Weed Control: All landscape areas shall be free of nut grass, torpedo grass, and other noxious weeds until final acceptance of work.

- "Round-up" shall be applied to all planting areas as needed and determined on-site by the Owner for weed control. Apply per manufacturers specifications.
- "Ronstar" pre-emergent or OWNER - approved equal, shall be applied 2 weeks before planting. Apply per manufacturers specifications.
- Apply "Fusilade" in all areas where torpedo grass has emerged. Apply per manufacturers specifications.
- Apply "Basagran" or "Marage" in all areas where nutgrass has emerged. Apply per manufacturers specifications.
- Mowing of turf will commence ten (10) days after installation. The height of cut will be 3". After the first cut, the Contractor shall adjust the frequency of mowing so that at each mowing the turf will be cut no less than 1/2" above the grass line.
- Between the 15th and 20th day of the Establishment Period, the Contractor shall re-sod all spots or areas within the lawn where normal turf growth is not evident. Turf must be well established and free of bare spots and weeds to the satisfaction of the OWNER or Landscape Architect prior to final acceptance. All planted areas other than lawn shall be weeded at intervals of more than ten (10) days.
- Application of fertilizer to be done between the fortieth (40) and fiftieth (50) day of the establishment period. Landscape Architect or Owner are to be notified a minimum of forty eight (48) hours in advance.
- Improper maintenance or poor condition of any planting at the time of the termination of the scheduled Establishment Period may cause postponement of the final acceptance of the contract. Any material found to be dead, missing, or in poor condition during the establishment period shall be replaced immediately. Maintenance shall be continued by the Contractor until the work is acceptable.
- Inspection and Final Acceptance:

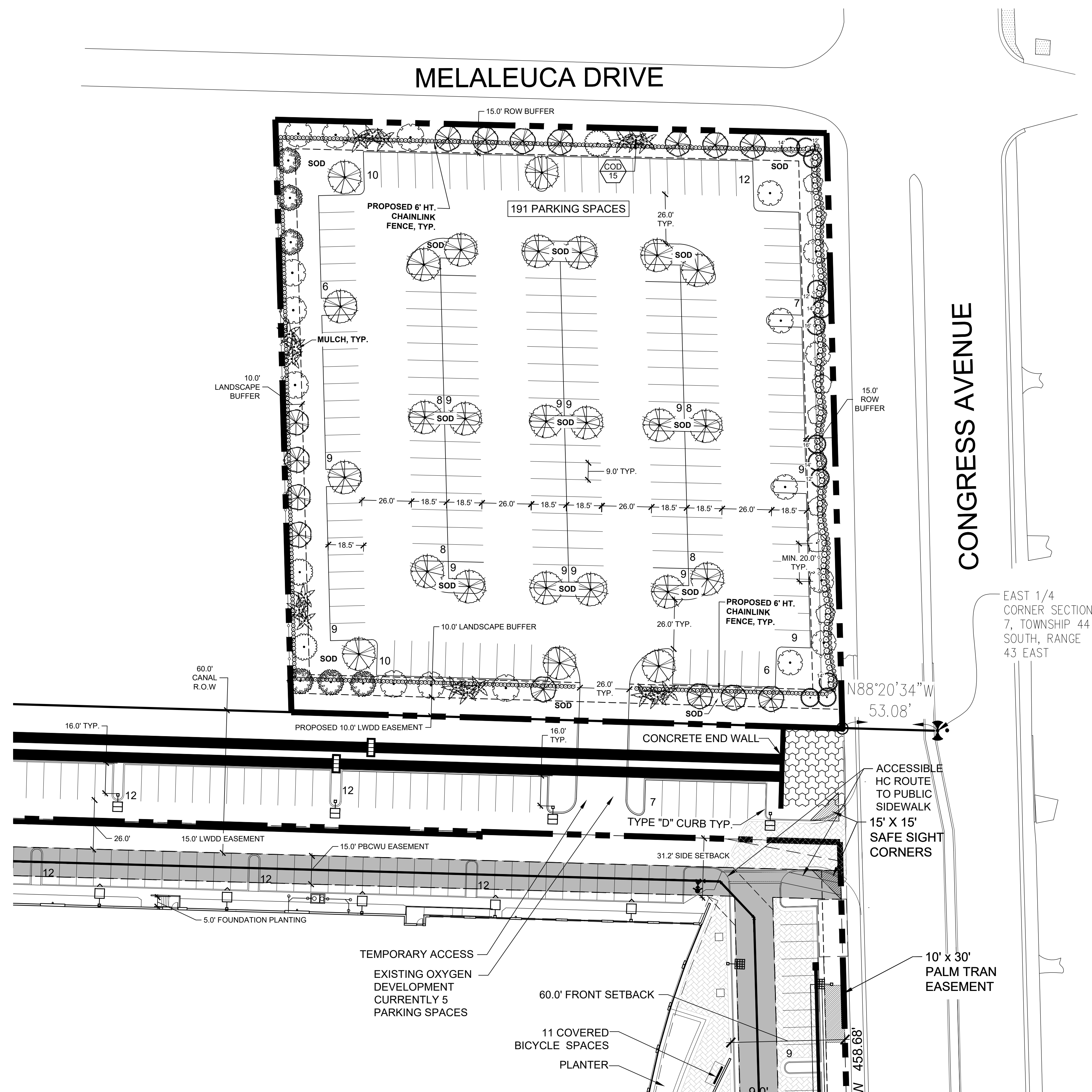
- In all cases the Landscape Architect will perform an initial and final inspection at the beginning and end of the Establishment Period, respectively. It is the responsibility of the Contractor to notify the Owner or Landscape Architect of the beginning and end of this period and to submit a written request for an inspection ten (10) days in advance.
- Following inspection(s), the Landscape Architect will prepare a list of outstanding items to be addressed prior to final acceptance. Final acceptance will be given once the outstanding items are completed, and the work performed to the satisfaction of the Landscape Architect and OWNER.
- Any material that is 25% or more dying shall be considered dead and must be replaced at no charge. A tree shall be considered dead when the main leader has died and when 25% of the crown is dead. A tree that has suffered significant leaf drop but shows signs of life may be left for later re-inspection. Such trees shall be subject to removal and replacement at any time up to and including the first re-inspection, as requested by the Owner or Landscape Architect. The Warranty Period for such trees shall not begin until after the second re-inspection.

4.02 WARRANTY PERIOD

- Unless a different agreement is reached in writing between the Owner and the Contractor, all trees and other plant material, including ground covers, installed under this agreement shall be guaranteed to live and grow, and shall be warranted against defects, death and unsatisfactory growth for a period of one (1) year from the day of final acceptance of contract work.
- Non-living landscape elements shall also carry a one (1) year guarantee on materials, labor, and workmanship.
- Material found to be dead or in poor condition within the Warranty Period shall be replaced by the Contractor within fifteen (15) days of written notification by the Owner's representative. The Owner or Landscape Architect shall be the sole judges as to the condition of the material.
- Materials and labor involved in the replacing of materials shall be supplied by the Contractor at no additional cost to the Owner.
- Soil Testing: Should plant materials show yellowing or other signs of soil and/or nutritional problems, the Owner or Landscape Architect may request soil testing and analysis. Such testing will be at the expense of the Contractor.
 - Soil problems (as revealed by testing) shall be corrected by application of corrective chemicals and nutrients, removal and replacement of soil, or other measures as agreed upon by all parties. All such measures shall be at the Contractor's expense unless clear evidence establishes that the soil problem is not pre-existing and is caused by factors beyond the Contractor's control.
- Replacement and Conditions:
 - Materials will be replaced as many times as necessary to satisfy the OWNER'S representative and the specifications. All replacement costs will be the responsibility of the Contractor.
 - Replacements will be of the same size, species, and specifications as the original. No additional soil additives will be required unless significant amounts of soil mix are lost before or during replacement.
 - Plant losses due to abnormal weather conditions such as floods, excessive wind damage (on properly staked or guyed trees), severe freezing, or hail will not be the responsibility of the Contractor.
 - Deciduous materials will be guaranteed to break dormancy at the proper season. Materials planted during the dormant period will be guaranteed to resume normal growth at the proper time for that species.

PART V ADDITIONAL LANDSCAPE NOTES

	SHADE TREE (LARGE)
	SHADE TREE (MEDIUM)
	SHADE TREE (SMALL)
	PALM TREE
	LARGE SHRUB
	MEDIUM SHRUB
	SMALL SHRUB / GROUNDCOVER



Journal Pre-proof



Revision Dates:

Revision Date:

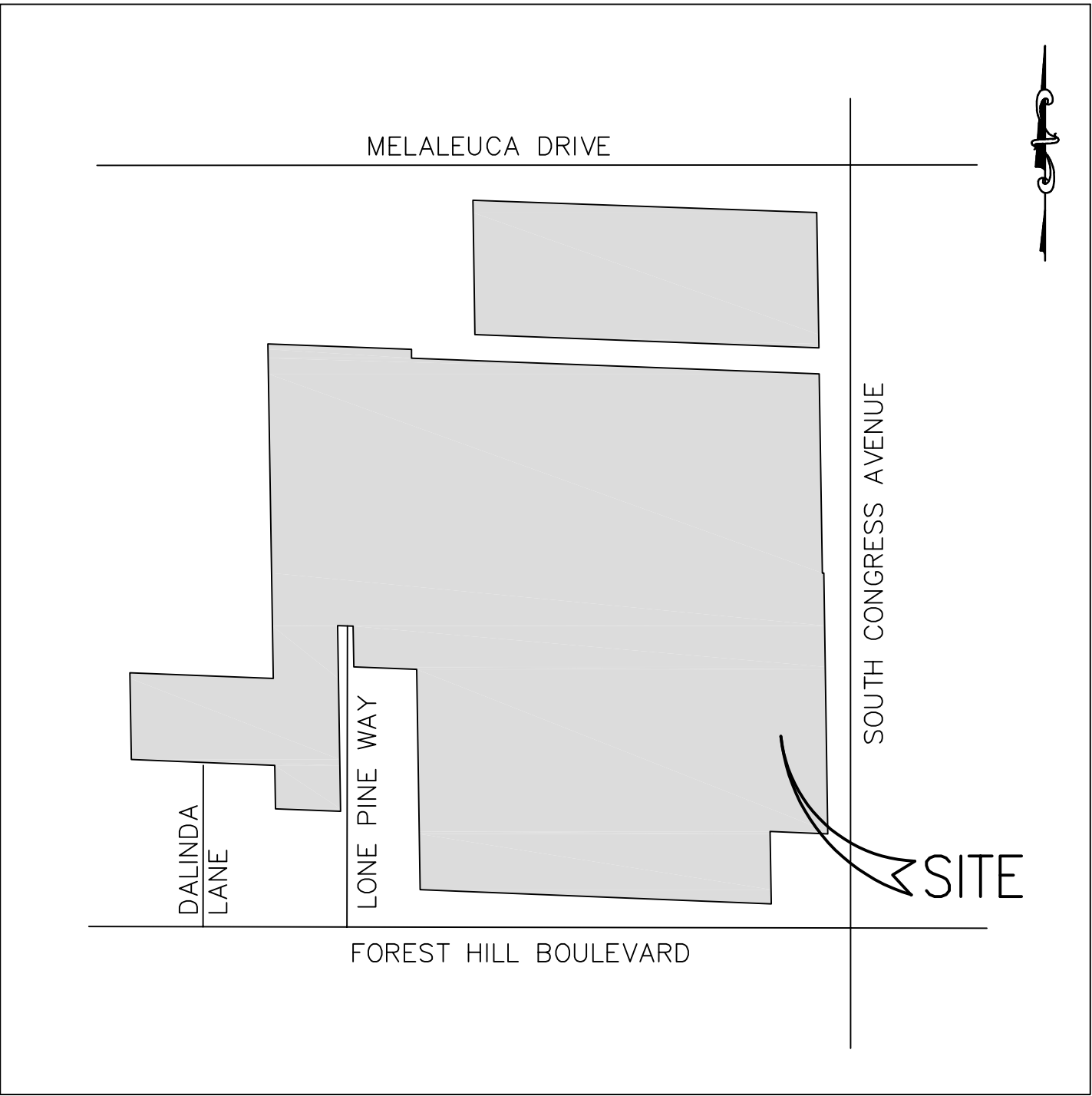
EXHIBIT

ENGINEERING PLANS
PAVING, GRADING, DRAINAGE, WATER & SEWER IMPROVEMENTS
FOR

OXYGEN DEVELOPMENT

1525 S. CONGRESS AVE.
PALM SPRINGS, FL 33406

DEVELOPER: OXYGEN DEVELOPMENT, LLC.
1525 S. CONGRESS AVE.
PALM SPRINGS, FL 33406



LOCATION MAP

N.T.S.
SEC. 24 TWP. 44S RGE. 42E

INDEX OF SHEETS

SHEET No.	DESCRIPTION
1	COVER SHEET
2	OVERALL SITE PLAN
3-4	DEMOLITION PLAN
5-6	PAVING, GRADING, & DRAINAGE PLAN
7	PAVEMENT MARKING & SIGNAGE PLAN
8-9	STORMWATER POLLUTION PREVENTION PLAN
10	GENERAL NOTES
11-12	PAVING, GRADING & DRAINAGE DETAILS
13	WATER & SEWER PLAN
14-18	POTABLE WATER STANDARD DETAILS
19-23	SANITARY SEWER STANDARD DETAILS

LDi PREPARED BY:
Last Devenport, Inc.

1860 Old Okeechobee Road, Suite 504
West Palm Beach, FL 33409
phone (561)615-6567 fax (561)683-0872
EB 9889

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY SCOTT M. GINTERT, P.E. ON 10/26/2022.
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

ALL ELEVATIONS INDICATED HEREON ARE NGVD 29
VERTICAL DATUM BASED ON SURVEY PROVIDED BY:
JENNIFER MALIN, PSM #6667
ENGENUITY GROUP, INC. LB #6603
1280 N. CONGRESS AVE., STE. 101
WEST PALM BEACH, FL 33409 TEL: (561) 655-1151

NGVD TO NAVD CONVERSION = NGVD - 1.520 FT

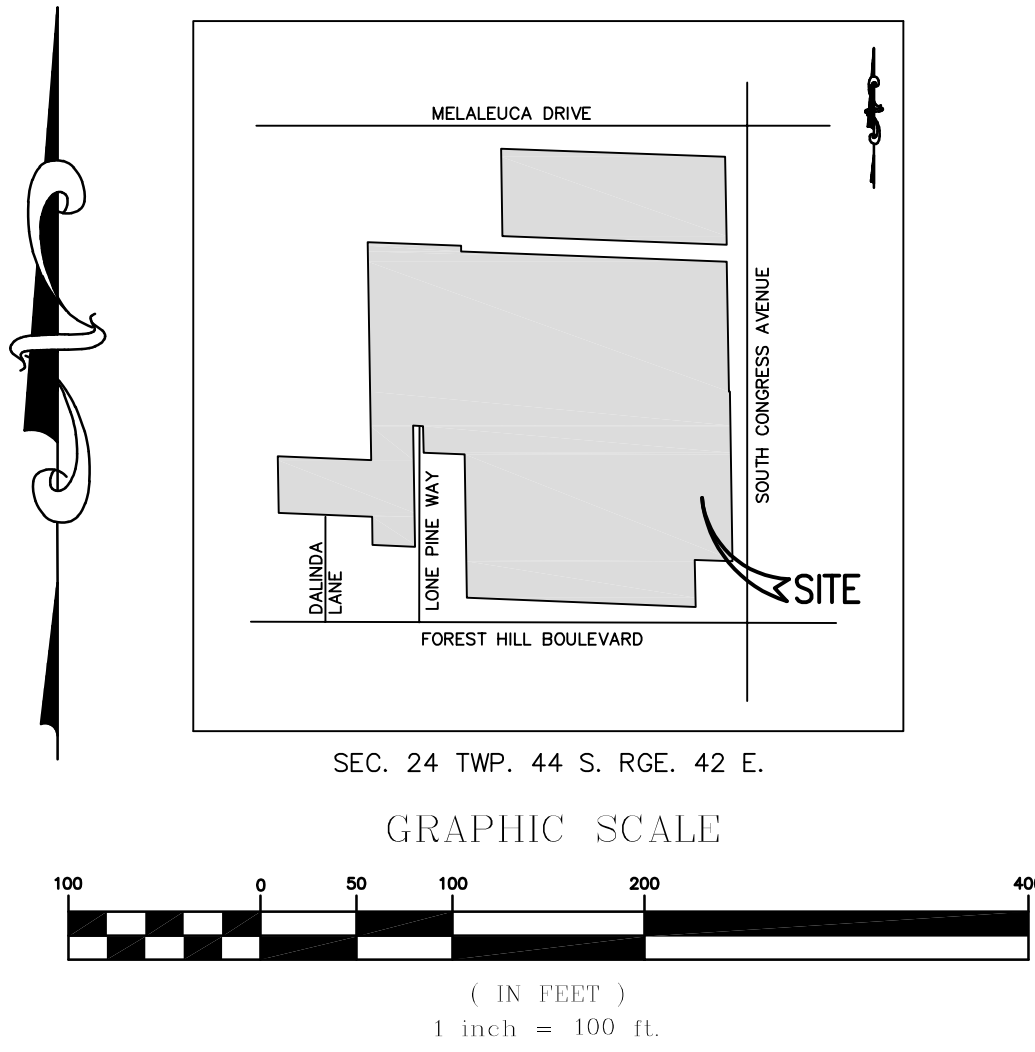
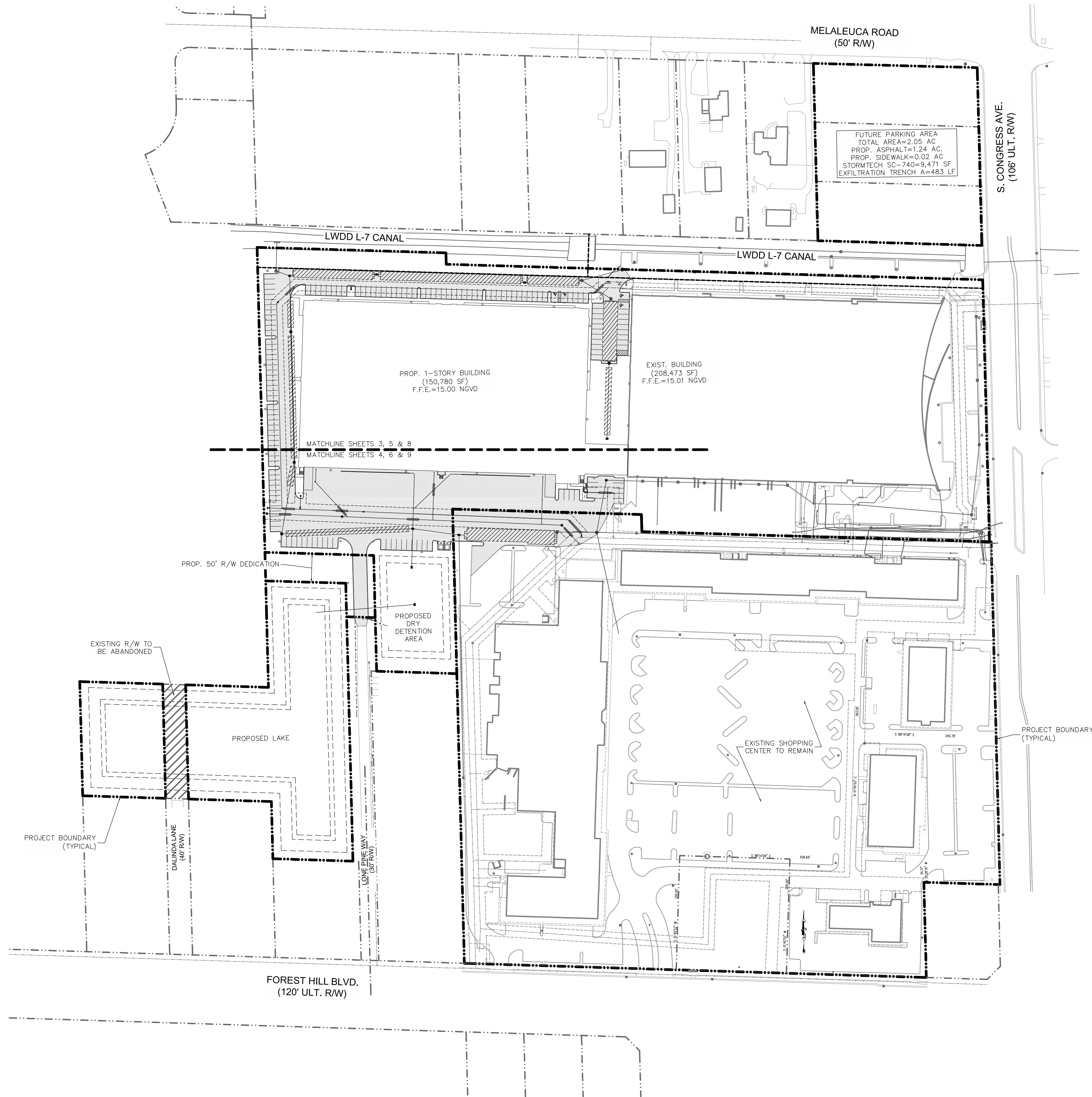


PRELIMINARY ☐
PROGRESS SET ☐
BID SET ☐
PERMIT SET ☐
CONSTRUCTION SET ☐

10/26/2022
SCOTT M. GINTERT, P.E.
FLORIDA P.E. #84228

22-006 COV

SHEET 1 OF 23



LEGEND	
	PROPOSED STORM DRAINAGE STRUCTURE
	EXIST. STORM DRAINAGE STRUCTURE
	EXIST. WATER MAIN
	PROP. WATER MAIN W/ GATE VALVE
	PROP. SAN. SEWER MAIN WITH SANITARY MANHOLE
	EXIST. SAN. SEWER MAIN WITH SANITARY MANHOLE
	PROP. EXFILTRATION TRENCH

ALL ELEVATIONS INDICATED HEREON ARE NGVD 29
VERTICAL DATUM BASED ON SURVEY PROVIDED BY:
JENNIFER MALIN, PSM #6667
ENGENUITY GROUP, INC. LB #6603
1280 N. CONGRESS AVE., STE. 101
WEST PALM BEACH, FL 33409 TEL:(561) 655-1151

NGVD TO NAVD CONVERSION = NGVD - 1.520 FT



OVERALL SITE PLAN
FOR
OXYGEN DEVELOPMENT
PALM SPRINGS, FLORIDA

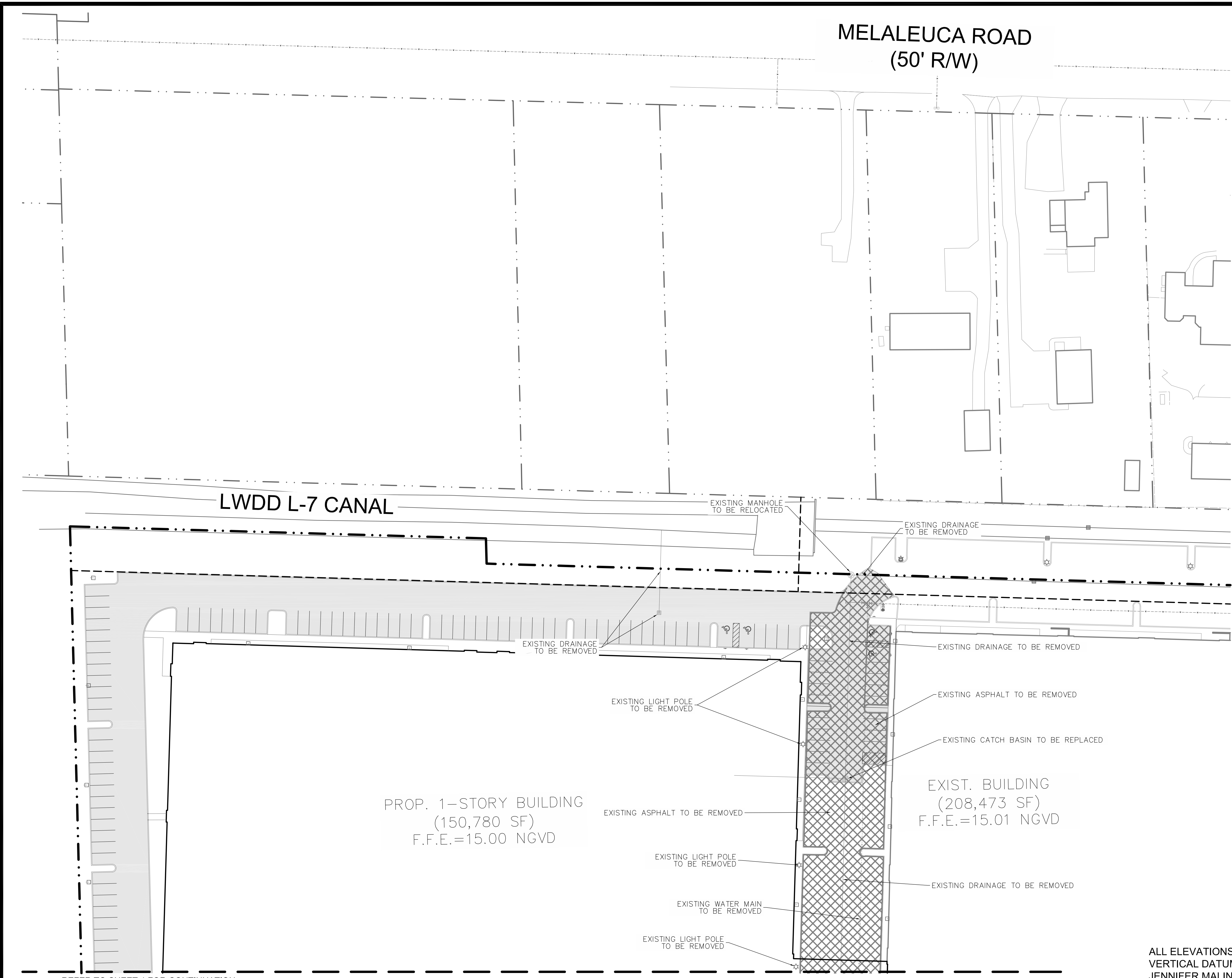
REVISIONS	DATE	BY	CK
1. REVISED PER UPDATED SITE PLAN	07/15/22	SMG	SMG
2. REVISED PER UPDATED SITE PLAN	09/09/22	SMG	SMG
3. REVISED PER UPDATED SITE PLAN	10/26/22	SMG	SMG

EB 9889

Ldi
Last Devenport, Inc.
1860 Old Okeechobee Road, Suite 504
West Palm Beach, FL 33409
phone (561) 615-6567 fax (561) 683-0872

SCALE: 1"=100'
DATE: 10/26/22
DESIGNED BY:SG
CHECKED BY:SG
DRAWING FILE:
22-006-C.1

10/26/2022 SCOTT M. GINTERT, P.E. FLORIDA P.E. #84228	22-006	C.1
SHEET 2 OF 23		



MELALEUCA ROAD
(50' R/W)

SEC. 24 TWP. 44 S. RGE. 42 E.

GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft.

LEGEND

- EXIST. STORM DRAINAGE STRUCTURE
- EXIST. WATER MAIN
- EXIST. SAN. SEWER MAIN WITH SANITARY MANHOLE
- PROP. PAVEMENT
- EXIST. PAVEMENT TO BE MILLED & OVERLAID
- EXIST. PAVEMENT / BUILDING TO BE REMOVED

DEMOLITION PLAN
FOR
OXYGEN DEVELOPMENT
PALM SPRINGS, FLORIDA

REVISIONS	DATE	BY	CK
1. REVISED PER UPDATED SITE PLAN	07/15/22	SMG	SMG
2. REVISED PER UPDATED SITE PLAN	09/09/22	SMG	SMG
3. REVISED PER PCBWD COMMENTS	09/21/22	SMG	SMG
4. REVISED PER UPDATED SITE PLAN	10/26/22	SMG	SMG

EB 9889

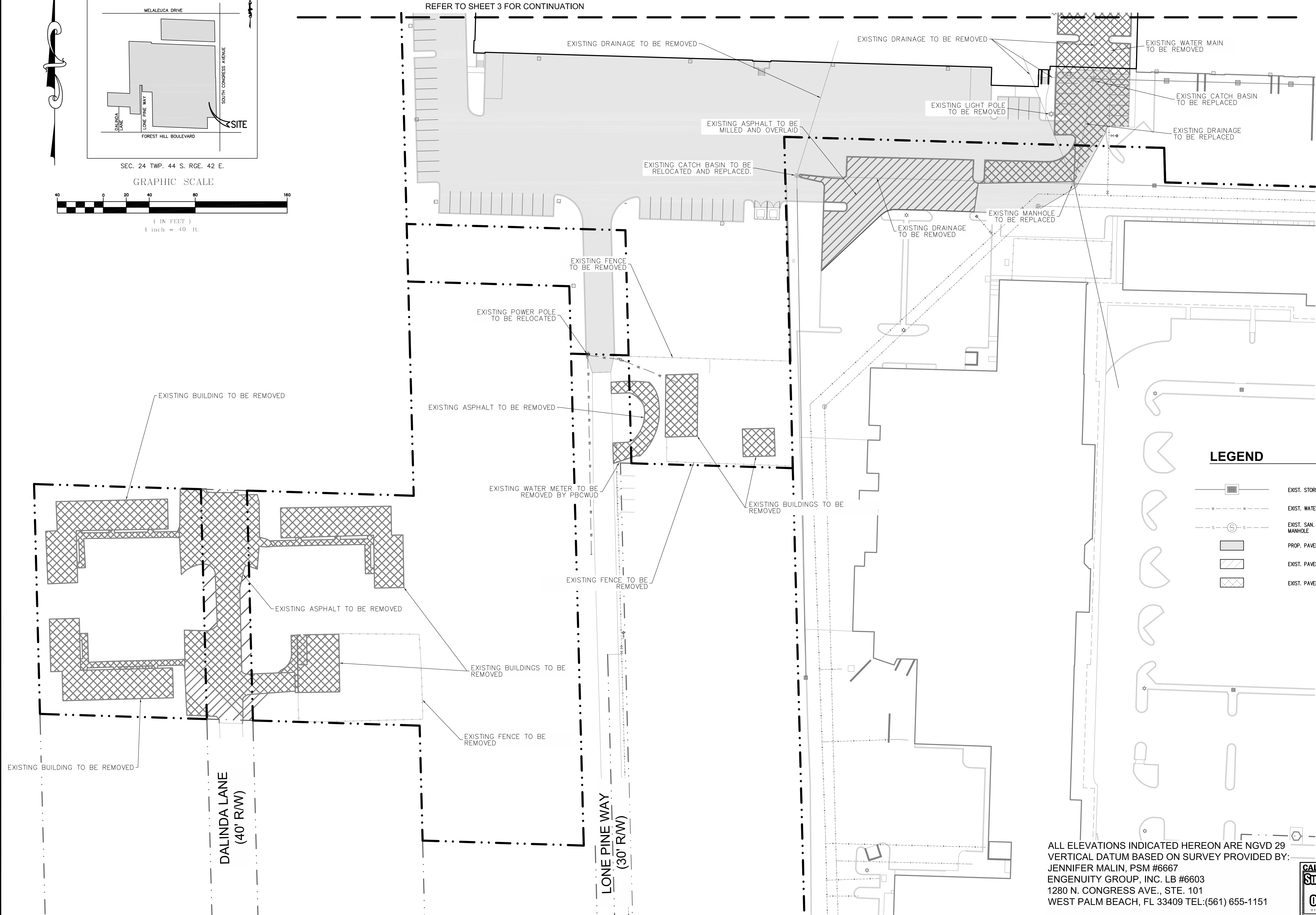
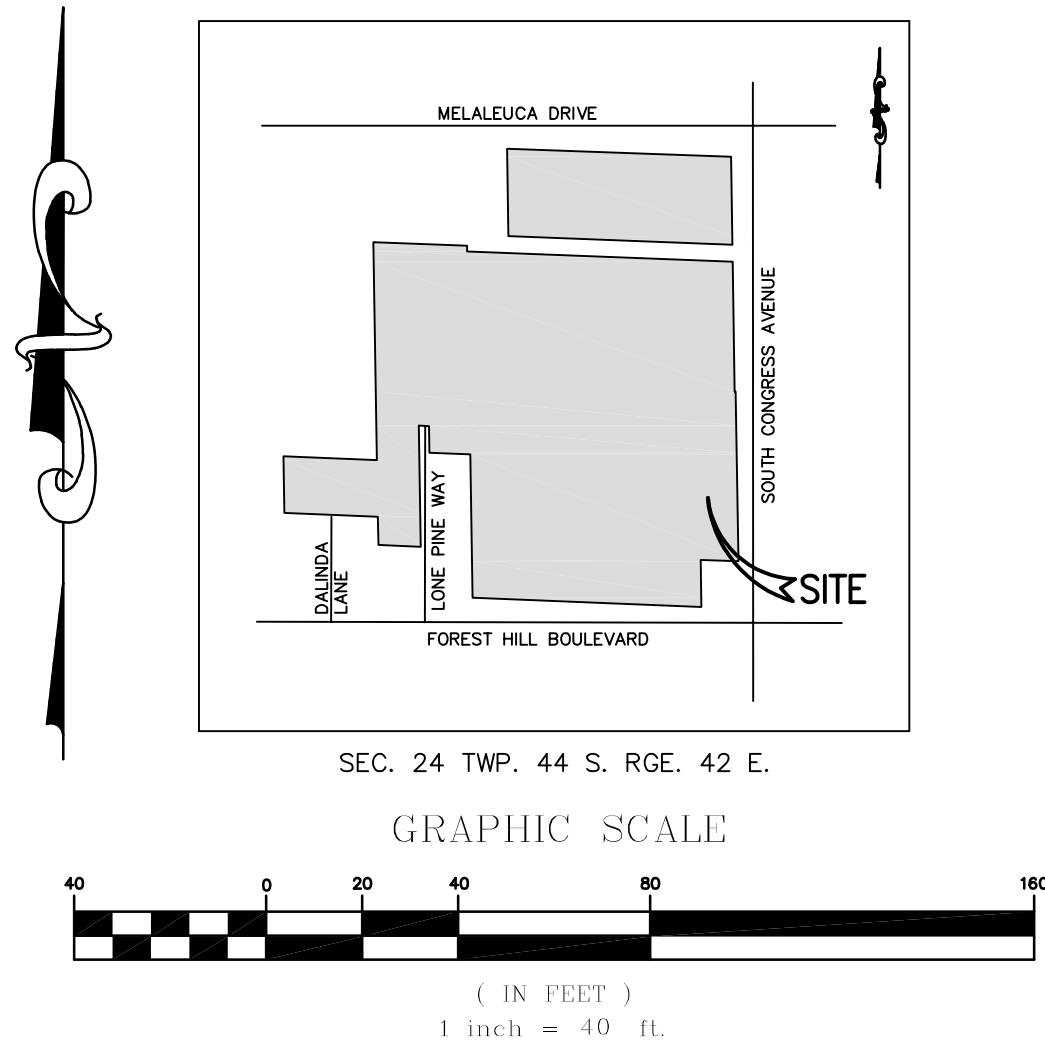
LPI
Last Devenport, Inc.
1860 Old Okeechobee Road, Suite 504
West Palm Beach, FL 33409
phone (561) 615-6567 fax (561) 683-0872

SCALE: 1"=40'
DATE: 10/26/22
DESIGNED BY:SG
CHECKED BY:SG
DRAWING FILE:
22-006-C.2

10/26/2022 SCOTT M. GINTERT, P.E. FLORIDA P.E. #84228	22-006	C.2
SHEET 3 OF 23		

ALL ELEVATIONS INDICATED HEREON ARE NGVD 29
VERTICAL DATUM BASED ON SURVEY PROVIDED BY:
JENNIFER MALIN, PSM #6667
ENGENUITY GROUP, INC. LB #6603
1280 N. CONGRESS AVE., STE. 101
WEST PALM BEACH, FL 33409 TEL:(561) 655-1151
NGVD TO NAVD CONVERSION = NGVD - 1.520 FT





LEGEND

- EXIST. STORM DRAINAGE STRUCTURE
- EXIST. WATER MAIN
- EXIST. SAN. SEWER MAIN WITH SANITARY MANHOLE
- PROP. PAVEMENT
- EXIST. PAVEMENT TO BE MILLED & OVERLAID
- EXIST. PAVEMENT / BUILDING TO BE REMOVED

ALL ELEVATIONS INDICATED HEREON ARE NGVD 29
VERTICAL DATUM BASED ON SURVEY PROVIDED BY:
JENNIFER MALIN, PSM #6667
ENGENUITY GROUP, INC. LB #6603
1280 N. CONGRESS AVE., STE. 101
WEST PALM BEACH, FL 33409 TEL:(561) 655-1151



NGVD TO NAVD CONVERSION = NGVD - 1.520 FT

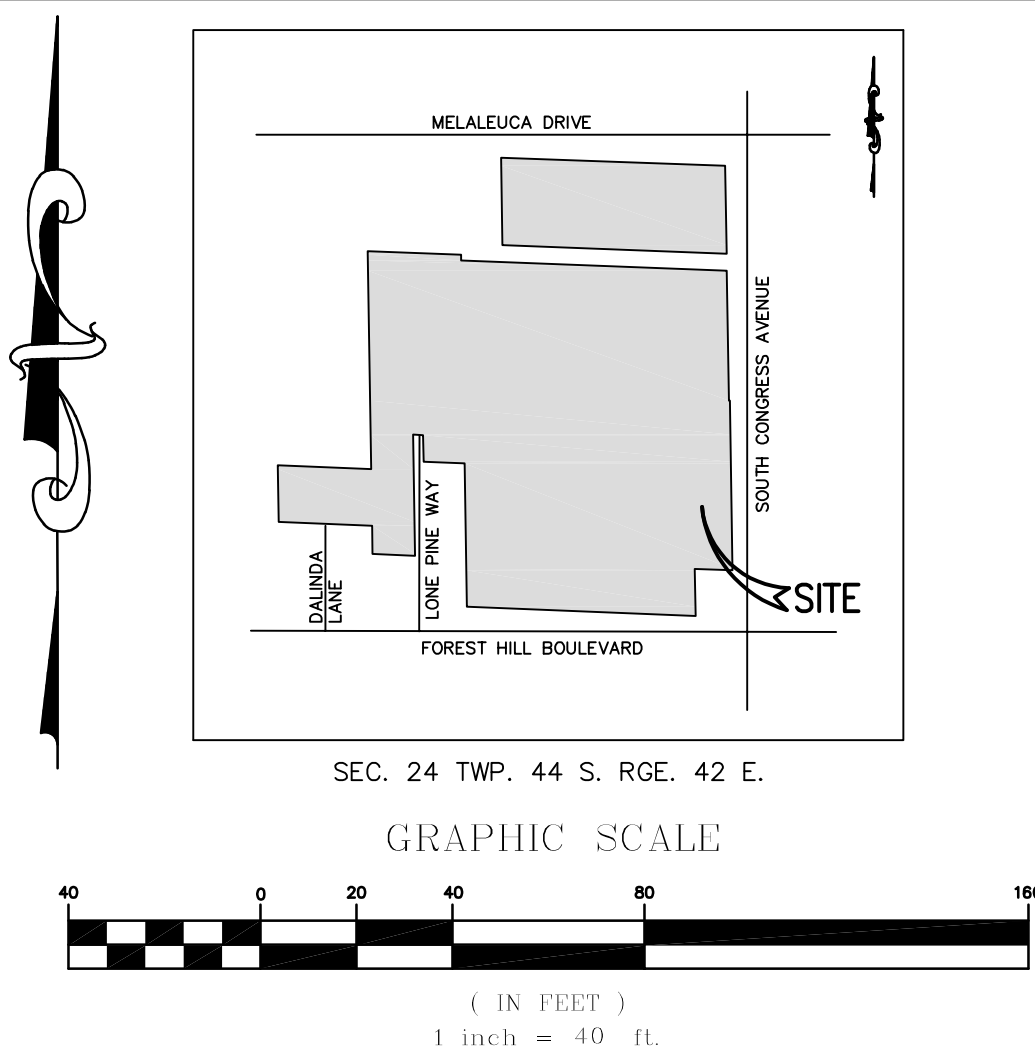
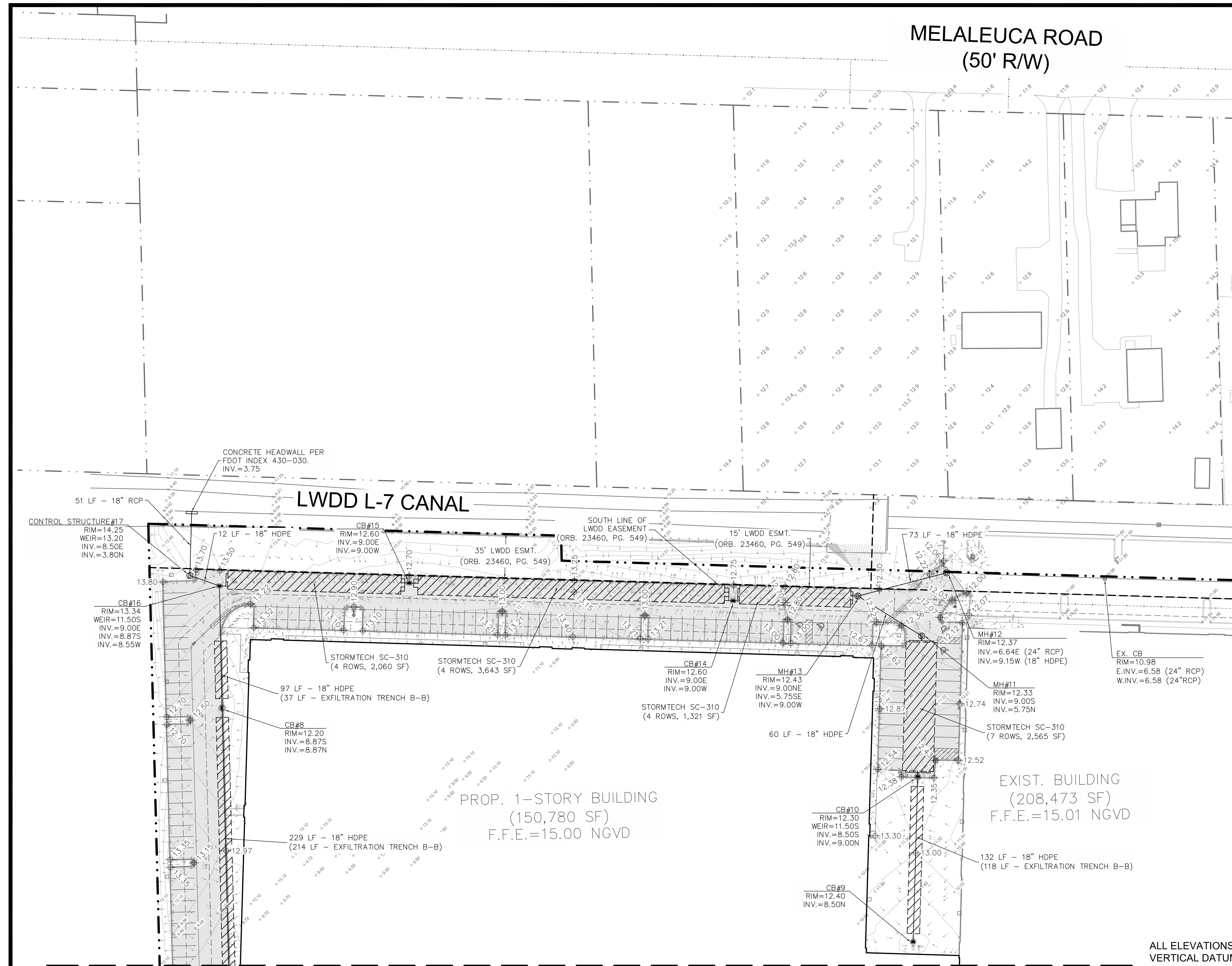
DEMOLITION PLAN FOR OXYGEN DEVELOPMENT PALM SPRINGS, FLORIDA

REVISIONS	DATE	BY	CK
1. REVISED PER UPDATED SITE PLAN	07/15/22	SMG	SMG
2. REVISED PER UPDATED SITE PLAN	09/09/22	SMG	SMG
3. REVISED PER PCWUD COMMENTS	09/21/22	SMG	SMG
4. REVISED PER UPDATED SITE PLAN	10/26/22	SMG	SMG

EB 9889
LPI
Last Devenport, Inc.
1860 Old Okeechobee Road, Suite 504
West Palm Beach, FL 33409
phone (561) 615-6561 fax (561) 683-0872

SCALE: 1"=40'
DATE: 10/26/22
DESIGNED BY:SG
CHECKED BY:SG
DRAWING FILE:
22-006-C.3

10/26/2022
SCOTT M. GINTERT, P.E.
FLORIDA P.E. #84228
22-006 C.3
SHEET 4 OF 23



LEGEND

- PROPOSED GRADE
- EXISTING GRADE
- PROPOSED STORM DRAINAGE STRUCTURE
- EXIST. STORM DRAINAGE STRUCTURE
- EXIST. WATER MAIN
- PROP. WATER MAIN W/ GATE VALVE
- PROP. SAN. SEWER MAIN WITH SANITARY MANHOLE
- EXIST. SAN. SEWER MAIN WITH SANITARY MANHOLE
- PROP. EXFILTRATION TRENCH
- PROP. PAVEMENT

PAVING, GRADING, & DRAINAGE PLAN
FOR
OXYGEN DEVELOPMENT
PALM SPRINGS, FLORIDA

REVISIONS	DATE	BY	CK
1. REVISED PER UPDATED SITE PLAN	07/15/22	SMG	SMG
2. REV. PER PALM SPRINGS COMMENTS	08/09/22	SMG	SMG
3. REVISED PER PBOWD COMMENTS	09/21/22	SMG	SMG
4. REVISED PER UPDATED SITE PLAN	10/26/22	SMG	SMG

EB 9889

LPI
Last Devenport, Inc.
1860 Old Okeechobee Road, Suite 504
West Palm Beach, FL 33409
phone (561) 615-6567 fax (561) 683-0872

SCALE: 1"=40'
DATE: 10/26/22
DESIGNED BY:SG
CHECKED BY:SG
DRAWING FILE:
22-006-C.4

10/26/2022
SCOTT M. GINTERT, P.E.
FLORIDA P.E. #84228

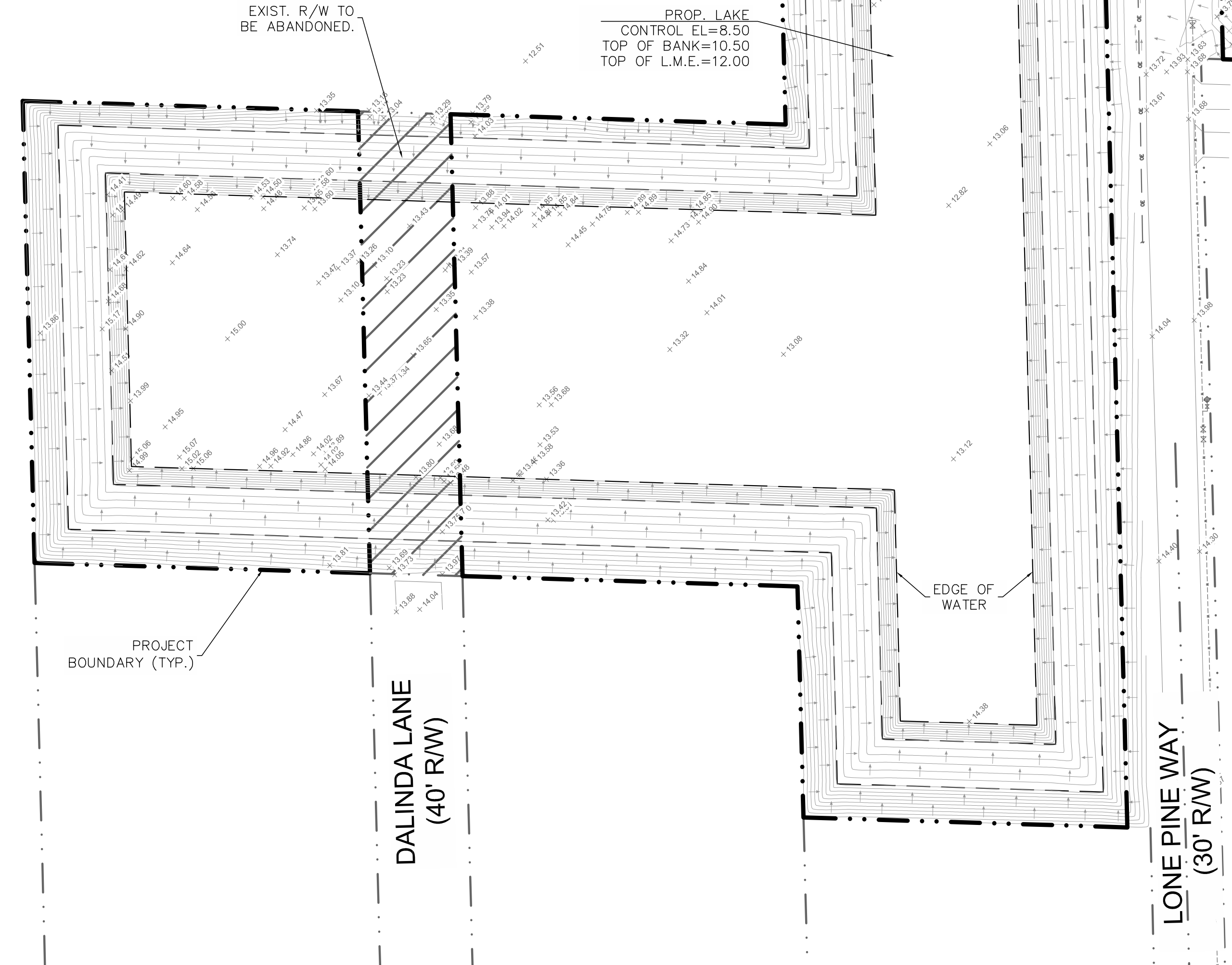
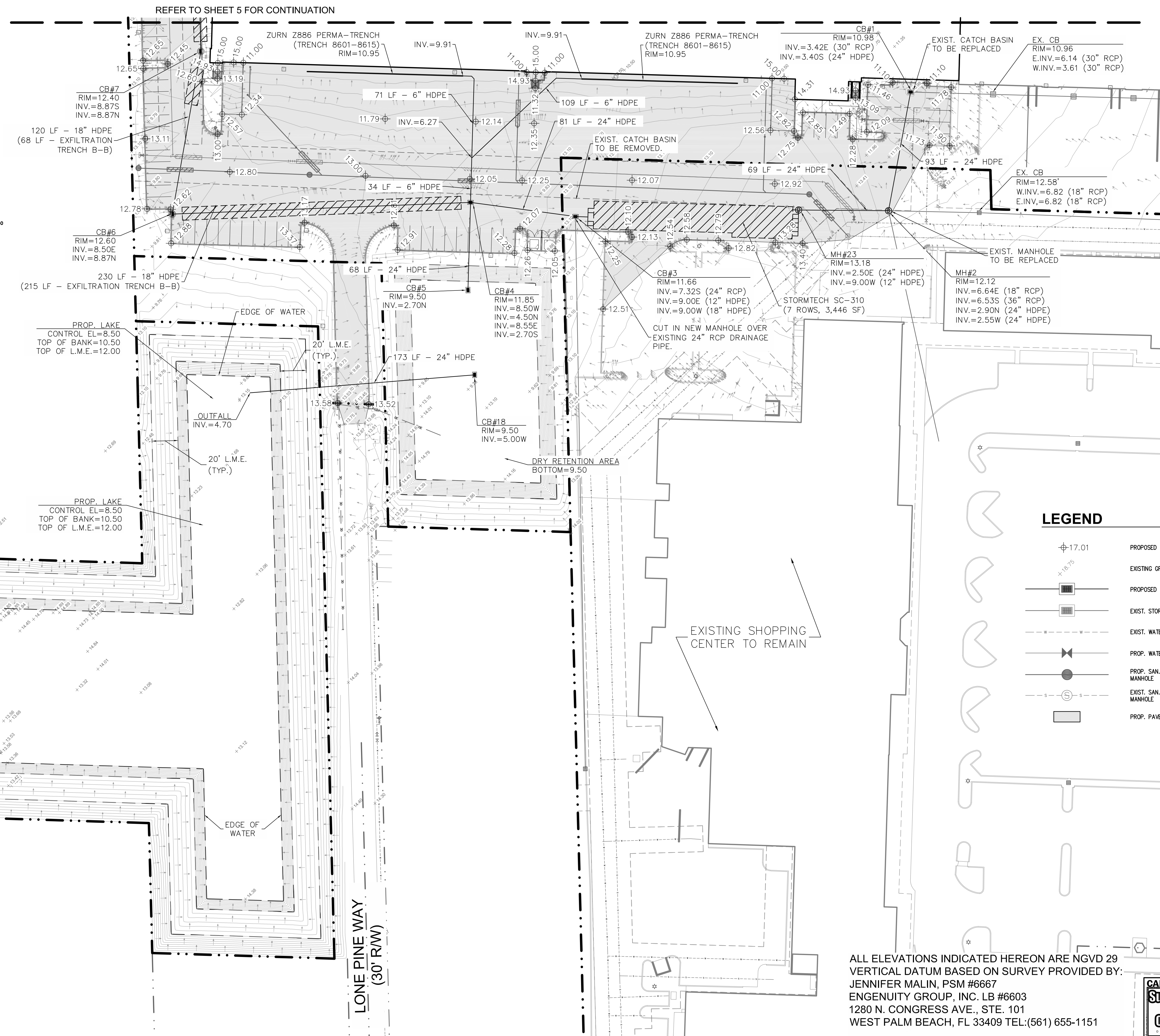
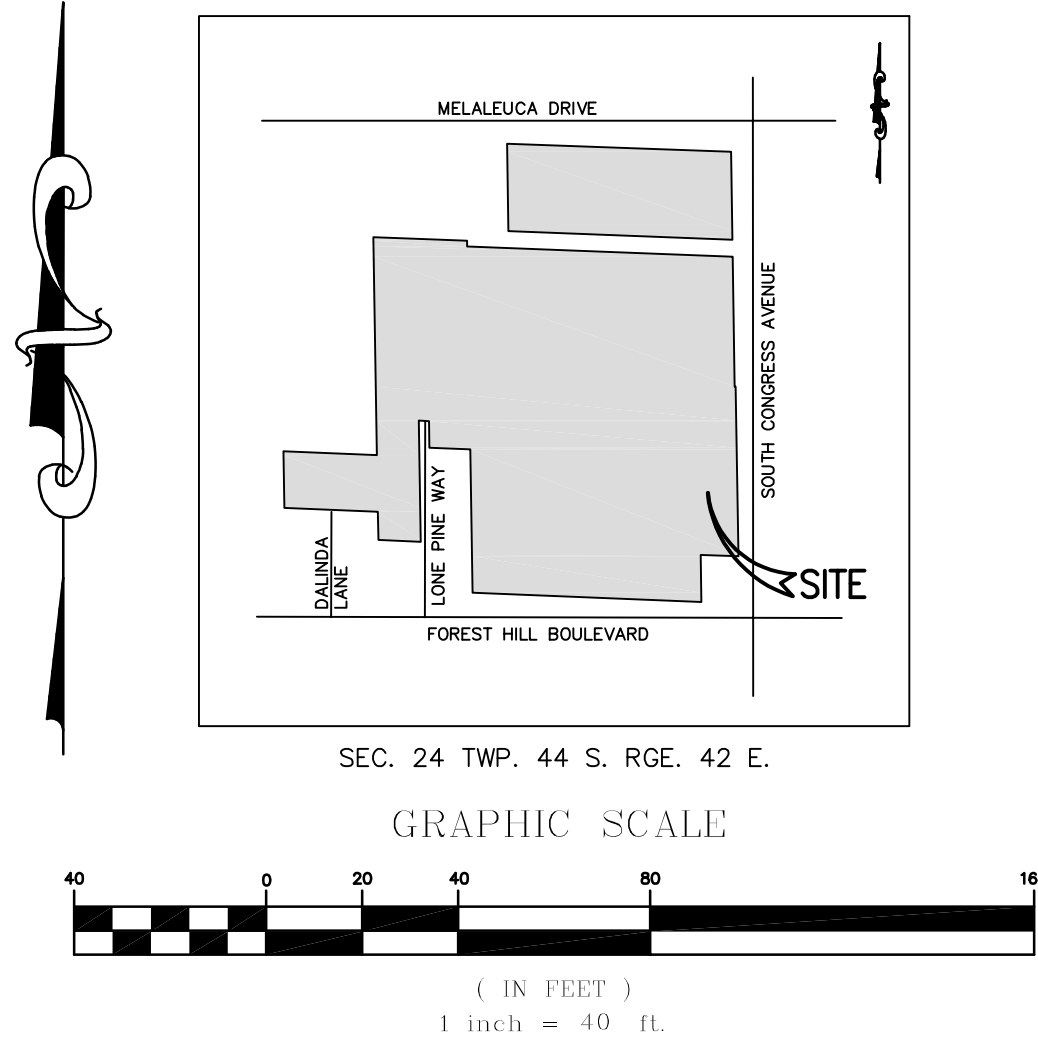
22-006 C.4

SHEET 5 OF 23

ALL ELEVATIONS INDICATED HEREON ARE NGVD 29
VERTICAL DATUM BASED ON SURVEY PROVIDED BY:
JENNIFER MALIN, PSM #6667
ENGENUITY GROUP, INC. LB #6603
1280 N. CONGRESS AVE., STE. 101
WEST PALM BEACH, FL 33409 TEL:(561) 655-1151

NGVD TO NAVD CONVERSION = NGVD - 1.520 FT





ALL ELEVATIONS INDICATED HEREON ARE NGVD 29
VERTICAL DATUM BASED ON SURVEY PROVIDED BY:
JENNIFER MALIN, PSM #6667
GENUINITY GROUP, INC. LB #6603
1280 N. CONGRESS AVE., STE. 101
WEST PALM BEACH, FL 33409 TEL:(561) 655-1151



PAVING, GRADING, & DRAINAGE PLAN
FOR
OXYGEN DEVELOPMENT
PALM SPRINGS, FLORIDA

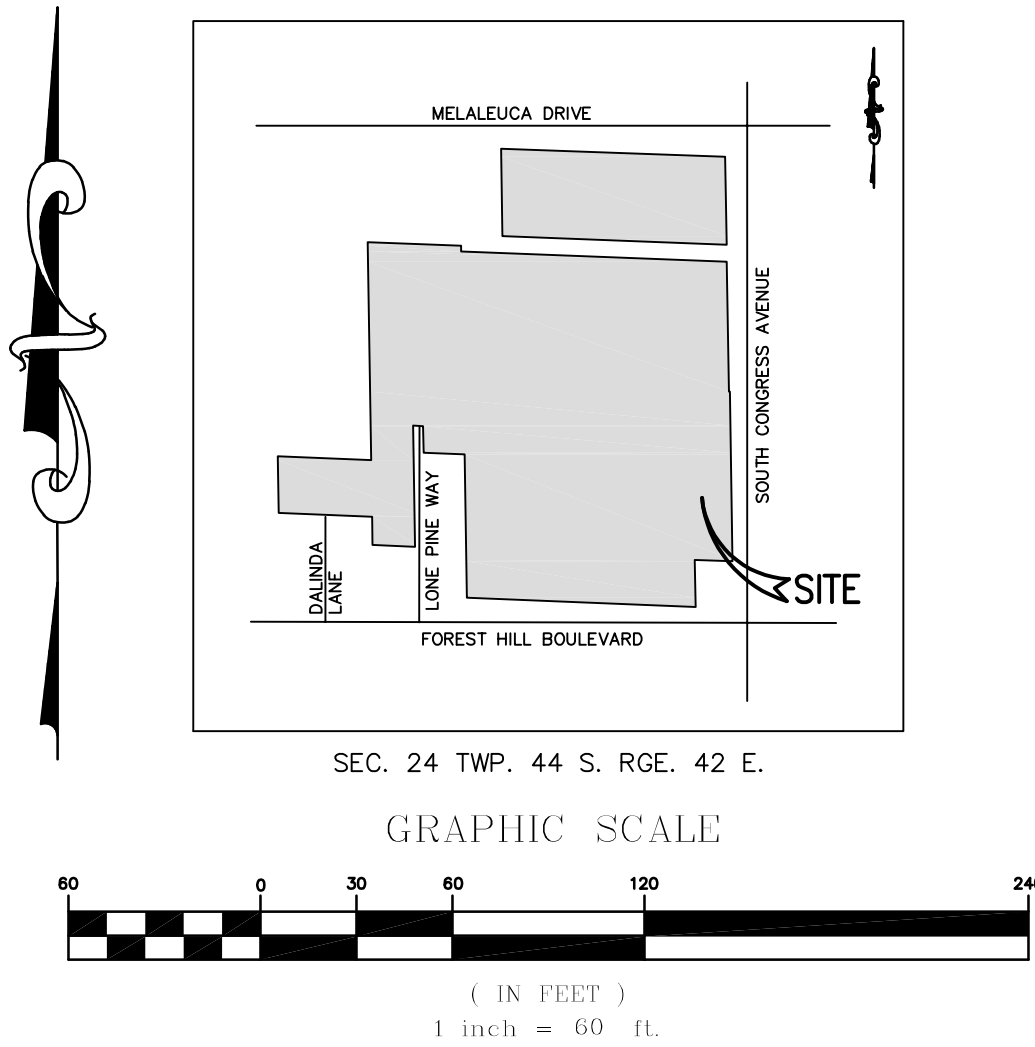
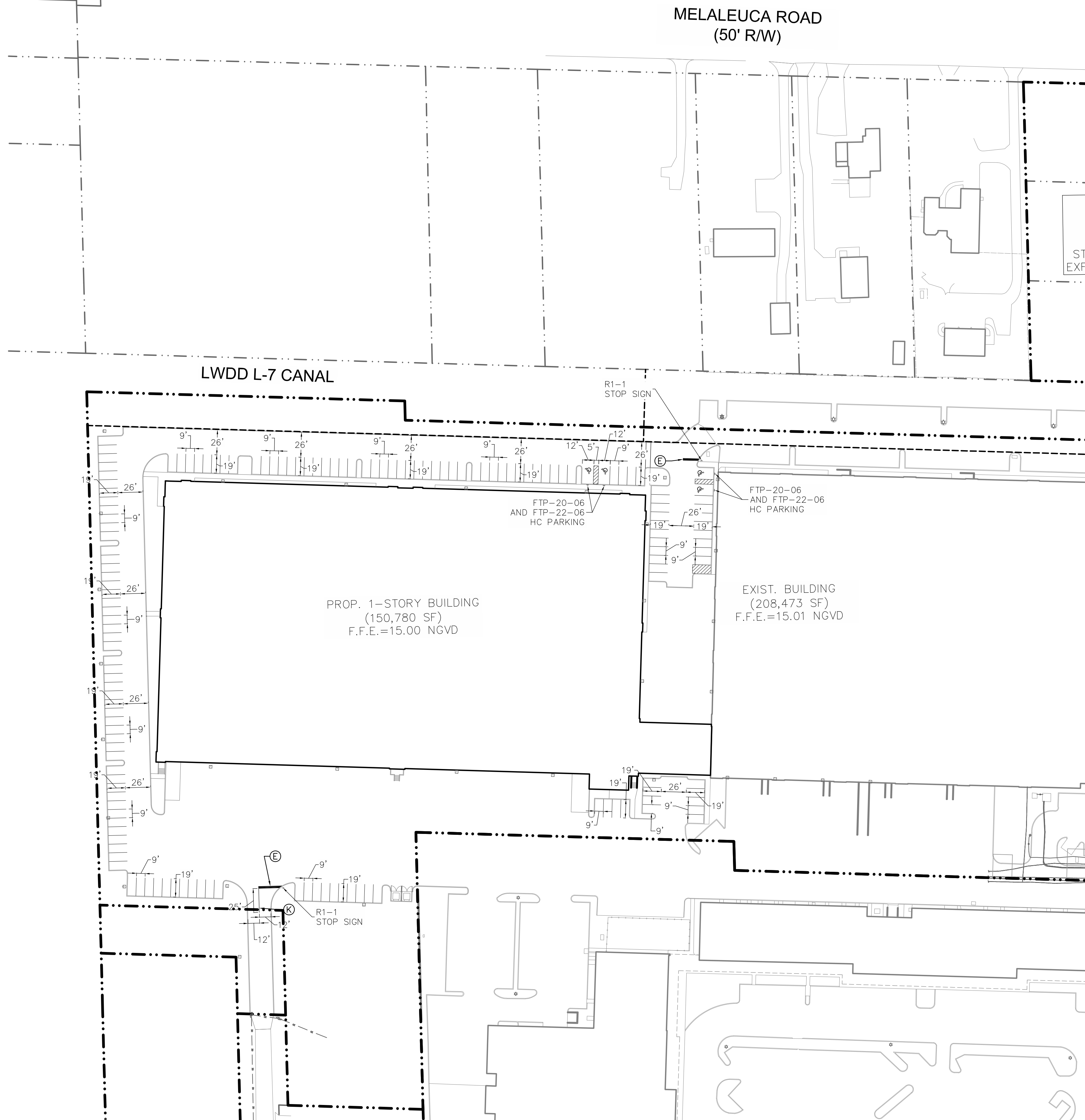
REVISIONS	DATE	BY	CK
1. REVISED PER UPDATED SITE PLAN	07/15/22	SMG	SMG
2. REV. PER PALM SPRINGS COMMENTS	09/09/22	SMG	SMG
3. REV. PER PCWUD COMMENTS	09/21/22	SMG	SMG

EB 9889

LDi
Last Devenport, Inc.
1860 Old Okeechobee Road, Suite 504
West Palm Beach, FL 33409
phone (561) 615-6561 fax (561) 683-0872

SCALE: 1"=40'
DATE: 10/26/22
DESIGNED BY:SG
CHECKED BY:SG
DRAWING FILE:
22-006-C.5

10/26/2022 SCOTT M. GINTERT, P.E. FLORIDA P.E. #84228	22-006	C.5
SHEET 6 OF 23		



STRIPING KEY

- (A) 6" SOLID WHITE
- (B) 8" SOLID WHITE
- (C) 12" SOLID WHITE
- (D) 18" SOLID WHITE
- (E) 24" SOLID WHITE
- (F) 6" SKIP WHITE TYP. (10'-30')
- (G) 6" SKIP WHITE TYP. (6'-10')
- (H) 6" SKIP WHITE TYP. (2'-4')
- (I) 6" SOLID YELLOW
- (J) 18" SOLID YELLOW
- (K) 6" DOUBLE YELLOW
- (L) 6" SKIP YELLOW TYP. (10'-30')
- (M) 6" SKIP YELLOW TYP. (6'-10')
- (N) 6" SKIP YELLOW TYP. (2'-4')
- (P) RPM BI-DIRECTIONAL AMBER/AMBER
- (R) FDP WHITE
- (S) FDP YELLOW
- (T) RPM BI-DIRECTIONAL WHITE/RED
- (U) RPM BI-DIRECTIONAL RED/YELLOW

PAVEMENT MARKING AND SIGNAGE NOTES

- OBTAIN ALL REQUIRED PERMITS AND APPROVALS.
- NOTIFY ALL REGULATORY AGENCIES AT LEAST 48 HOURS PRIOR TO COMMENCEMENT.
- ALL PAVEMENT MARKING AND SIGNAGE SHALL BE INSTALLED IN ACCORDANCE WITH PALM BEACH COUNTY, AASHTO, MUTCD AND FDOT WHEREVER APPLICABLE. INSTALLATION SHALL INCLUDE PLACEMENT OF ALL REQUIRED REFLECTIVE PAVEMENT MARKERS (RPM'S).
- CONTRACTOR SHALL VERIFY ALL EXISTING UNDERGROUND UTILITIES WITHIN PROJECT LIMITS AND SHALL NOTIFY ENGINEER IN WRITING OF ANY DISCREPANCIES ON THE PLANS.
- CONTRACTOR SHALL MAINTAIN A CLEAN WORK ENVIRONMENT AND SHALL PROPERLY DISPOSE OF ANY DEBRIS AT THE END OF EACH DAY UNLESS OTHERWISE APPROVED BY OWNER.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MAINTENANCE OF TRAFFIC THROUGHOUT THE DURATION OF CONSTRUCTION.
- CONTRACTOR SHALL TAKE REASONABLE CARE NOT TO DAMAGE ANY SURROUNDING EXISTING PROPERTIES OR IMPROVEMENTS. ANY DAMAGES SHALL BE PROMPTLY REPAIRED TO ORIGINAL OR BETTER CONDITION TO THE SATISFACTION OF THE OWNER AND/OR ENGINEER.
- ALL PERMANENT SIGNAGE SHALL REMAIN COVERED UNTIL SUCH TIME AS CONSTRUCTION IS COMPLETE AND CONSTRUCTION MAINTENANCE OF TRAFFIC SIGNAGE IS REMOVED.
- PAVEMENT MARKINGS & SIGNINGS SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS & HIGHWAYS AND PALM BEACH COUNTY TYPICALS FOR PAVEMENT MARKINGS, SIGNING & GEOMETRICS T-P-21.

ALL ELEVATIONS INDICATED HEREON ARE NGVD 29
VERTICAL DATUM BASED ON SURVEY PROVIDED BY:
JENNIFER MALIN, PSM #6667
ENGENUITY GROUP, INC. LB #6603
1280 N. CONGRESS AVE., STE. 101
WEST PALM BEACH, FL 33409 TEL: (561) 655-1151

NGVD TO NAVD CONVERSION = NGVD - 1.520 FT



PAVEMENT MARKING & SIGNAGE PLAN
FOR
OXYGEN DEVELOPMENT
PALM SPRINGS, FLORIDA

REVISIONS	DATE	BY	CK
1. REVISED PER UPDATED SITE PLAN	07/15/22	SMG	SMG
2. REVISED PER UPDATED SITE PLAN	09/09/22	SMG	SMG
3. REVISED PER UPDATED SITE PLAN	10/26/22	SMG	SMG

EB 9889
LPI
Last Devenport, Inc.
1860 Old Okeechobee Road, Suite 504
West Palm Beach, FL 33409
phone (561) 615-6567 fax (561) 683-0872

SCALE: 1"=60'

DATE: 10/26/22

DESIGNED BY:SG

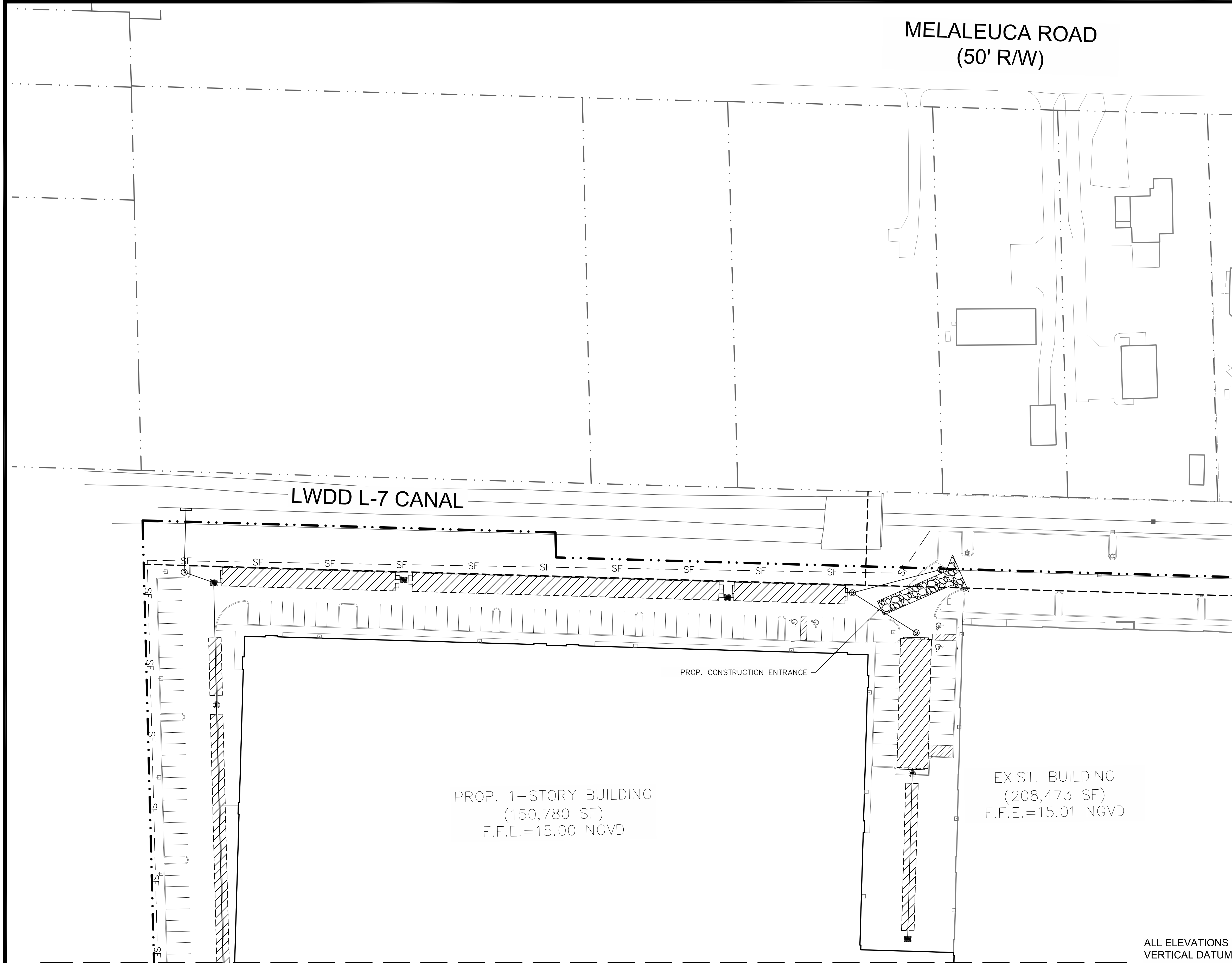
CHECKED BY:SG

DRAWING FILE:
22-006-C.6

10/26/2022
SCOTT M. GINTERT, P.E.
FLORIDA P.E. #84228

22-006 C.6

SHEET 7 OF 23



REFER TO SHEET 9 FOR CONTINUATION

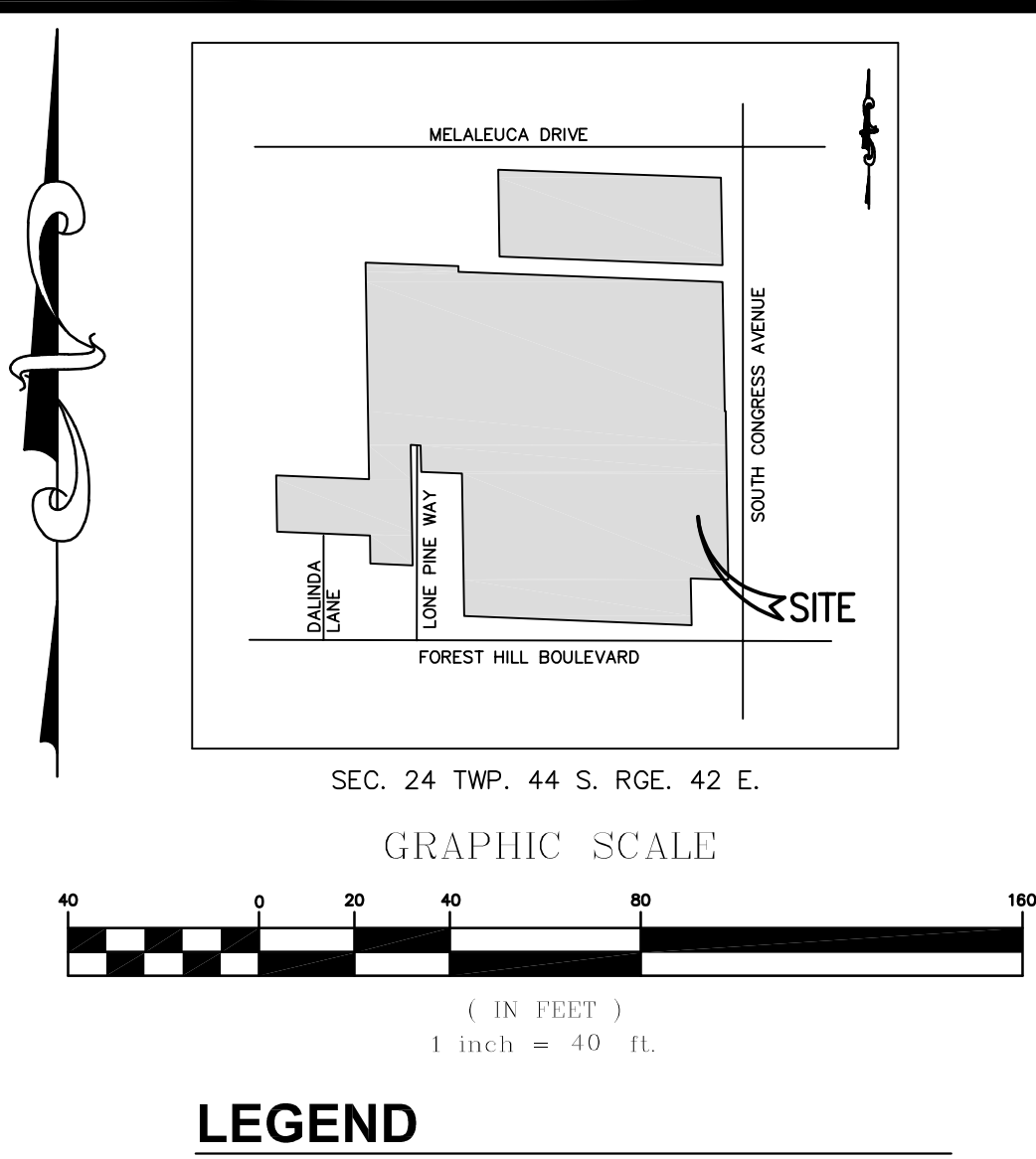
PROP. 1-STORY BUILDING
(150,780 SF)
F.F.E.=15.00 NGVD

PROP. CONSTRUCTION ENTRANCE

EXIST. BUILDING
(208,473 SF)
F.F.E.=15.01 NGVD

MELALEUCA ROAD
(50' R/W)

LWDD L-7 CANAL



ALL ELEVATIONS INDICATED HEREON ARE NGVD 29
VERTICAL DATUM BASED ON SURVEY PROVIDED BY:
JENNIFER MALIN, PSM #6667
ENGUITY GROUP, INC. LB #6603
1280 N. CONGRESS AVE., STE. 101
WEST PALM BEACH, FL 33409 TEL:(561) 655-1151

NGVD TO NAVD CONVERSION = NGVD - 1.520 FT



STORMWATER POLLUTION PREVENTION PLAN
FOR
OXYGEN DEVELOPMENT
PALM SPRINGS, FLORIDA

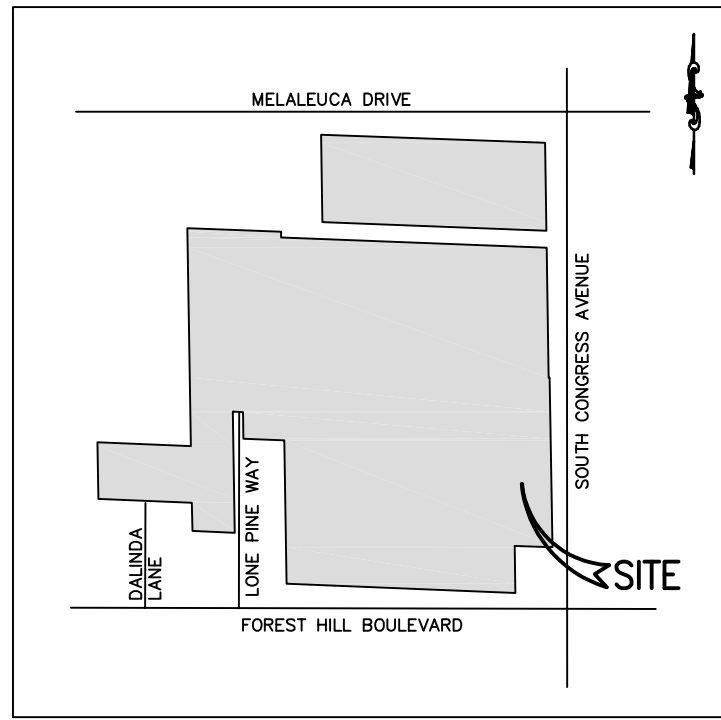
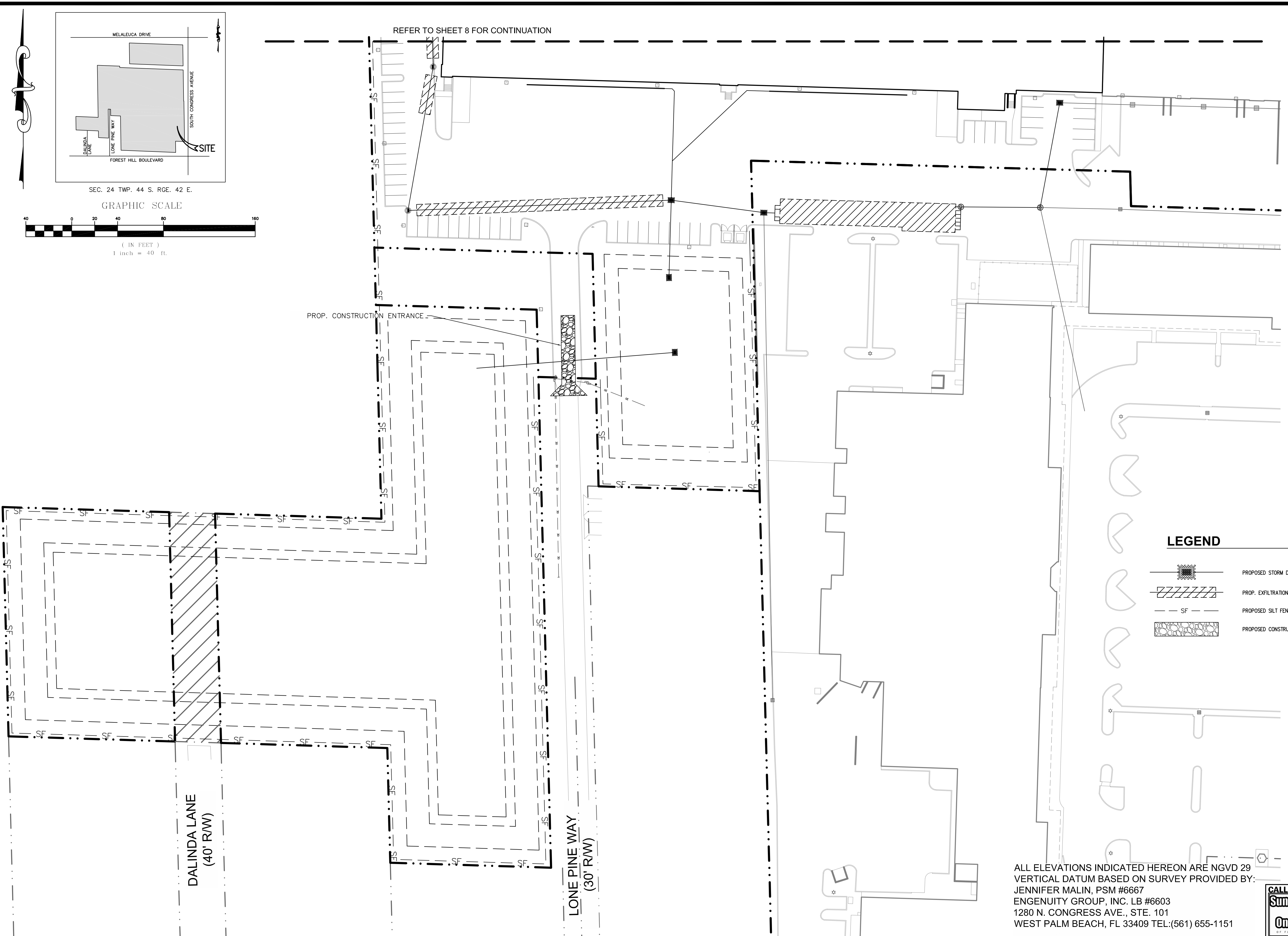
REVISIONS	DATE	BY	CHK
1. REVISED PER UPDATED SITE PLAN	07/15/22	SMG	SMG
2. REVISED PER UPDATED SITE PLAN	09/09/22	SMG	SMG
3. REVISED PER UPDATED SITE PLAN	10/26/22	SMG	SMG

EB 9889

Ldi
Last Devenport, Inc.
1860 Old Okeechobee Road, Suite 504
West Palm Beach, FL 33409
phone (561) 615-6561 fax (561) 683-0872

SCALE: 1"=40'
DATE: 10/26/22
DESIGNED BY:SG
CHECKED BY:SG
DRAWING FILE:
22-006-C.7

10/26/2022 SCOTT M. GINTERT, P.E. FLORIDA P.E. #84228	
22-006	C.7
SHEET 8 OF 23	



SEC. 24 TWP. 44 S. RGE. 42 E.

GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

LEGEND

- PROPOSED STORM DRAINAGE STRUCTURE
- PROP. EXFILTRATION TRENCH
- SF PROPOSED SILT FENCE
- PROPOSED CONSTRUCTION ENTRANCE

ALL ELEVATIONS INDICATED HEREON ARE NGVD 29
VERTICAL DATUM BASED ON SURVEY PROVIDED BY:
JENNIFER MALIN, PSM #6667
ENGENUITY GROUP, INC. LB #6603
1280 N. CONGRESS AVE., STE. 101
WEST PALM BEACH, FL 33409 TEL:(561) 655-1151



NGVD TO NAVD CONVERSION = NGVD - 1.520 FT

STORMWATER POLLUTION PREVENTION PLAN FOR OXYGEN DEVELOPMENT PALM SPRINGS, FLORIDA

REVISIONS	DATE	BY	CHK
1. REVISED PER UPDATED SITE PLAN	07/15/22	SMG	SMG
2. REVISED PER UPDATED SITE PLAN	09/09/22	SMG	SMG

EB 9889
LPI
Last Devenport, Inc.
1860 Old Okeechobee Road, Suite 504
West Palm Beach, FL 33409
phone (561) 615-6561 fax (561) 683-0872

SCALE: 1"=40'
DATE: 10/26/22
DESIGNED BY:SG
CHECKED BY:SG
DRAWING FILE:
22-006-C.8

10/26/2022
SCOTT M. GINTERT, P.E.
FLORIDA P.E. #84228
22-006 C.8
SHEET 9 OF 23

GENERAL CONSTRUCTION NOTES

1. ALL CHANGES SHALL BE APPROVED IN WRITING BY THE ENGINEER OF RECORD.
2. ALL WORK SHALL BE DONE IN A WELL EXECUTED MANNER AND SHALL CONFORM TO ALL APPLICABLE CITY, COUNTY, STATE OR FEDERAL REGULATIONS AND/OR CODES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND LICENSES REQUIRED PRIOR TO INITIATING THE WORK.
3. SEQUENCE OF CONSTRUCTION – THE SEQUENCE OF CONSTRUCTION SHALL BE SUCH THAT ALL UNDERGROUND INSTALLATIONS OF EVERY KIND THAT ARE BENEATH THE PAVEMENT, SHALL BE IN PLACE AND HAVE PROPER DENSITY PRIOR TO THE CONSTRUCTION AND COMPACTION OF THE SUBGRADE.
4. THE CONTRACTOR SHALL CALL THE SUNSHINE STATE ONE CALL AT 811 OR 1-888-432-4770 48 HOURS BEFORE DIGGING FOR FIELD LOCATIONS OF UNDERGROUND UTILITIES.
5. AS-BUILTS – CONTRACTOR SHALL MAINTAIN AN "AS-BUILT" SET OF DRAWINGS TO RECORD THE EXACT LOCATION OF ALL PIPING AND PIPE INVERT ELEVATIONS PRIOR TO CONCEALMENT. DRAWINGS SHALL BE GIVEN TO THE OWNER UPON COMPLETION OF THE PROJECT.
6. ELEVATIONS – ALL ELEVATIONS INDICATED HEREON ARE NGVD 29 VERTICAL DATUM BASED ON TOPOGRAPHIC SURVEY INFORMATION PROVIDED BY ENGENUITY GROUP, INC. CONTRACTOR SHALL FIELD VERIFY ALL ELEVATIONS PRIOR TO COMMENCEMENT AND SHALL NOTIFY ENGINEER IN WRITING OF ANY CONFLICTS. FAILURE TO DO SO SHALL SERVE AS CONTRACTOR'S ACCEPTANCE OF ALL EXISTING GRADES IN "AS-IS, WHERE-IS" CONDITION.
7. PROTECT ALL PROPERTY MONUMENTS AND PINS. MONUMENTS AND PINS THAT WILL BE DISTURBED DURING CONSTRUCTION SHALL BE REFERENCED AND REPLACED BY A LICENSED LAND SURVEYOR.
8. CONTRACTOR SHALL MAINTAIN THE SITE IN A MANNER SUCH THAT WORKMEN AND THE PUBLIC WILL BE PROTECTED FROM INJURY, AND ADJOINING PROPERTY PROTECTED FROM DAMAGE.
9. CONTRACTOR SHALL REMOVE ALL TRASH AND DEBRIS FROM THE SITE UPON COMPLETION OF THE PROJECT AND AT LEAST ONCE A DAY DURING CONSTRUCTION.
10. CONTRACTOR IS RESPONSIBLE FOR DAMAGE TO ANY EXISTING ITEM AND/OR MATERIAL DUE TO CONSTRUCTION OPERATIONS. ALL STREET SURFACES, UTILITY POLES, CULVERTS, DITCHES, CURB AND GUTTER OR OTHER STRUCTURES THAT ARE DISTURBED OR DAMAGED IN ANY MANNER AS A RESULT OF CONSTRUCTION SHALL BE REPLACED OR REPAIRED BY THE CONTRACTOR IN ACCORDANCE WITH THE APPROPRIATE SPECIFICATIONS.
11. IF DEPARTURES FROM THE DRAWINGS OR SPECIFICATIONS ARE DEEMED NECESSARY BY THE CONTRACTOR, DETAILS OF SUCH DEPARTURES AND REASONS THEREOF SHALL BE SUBMITTED IN WRITING TO THE OWNER FOR REVIEW. NO DEPARTURES FROM THE CONTRACT DOCUMENTS WILL BE ALLOWED WITHOUT APPROVAL BY THE ENGINEER OF RECORD.
12. ANY AND ALL QUANTITIES SHOWN OR IMPLIED ON THE PLANS ARE FOR ESTIMATION PURPOSES ONLY.
13. PRIOR TO ANY CONSTRUCTION ACTIVITIES, THE CONTRACTOR WILL NOTIFY THE ENGINEER OF RECORD, AT A MINIMUM, 48 HOURS PRIOR TO COMMENCING CONSTRUCTION. FURTHERMORE, PRECONSTRUCTION MEETINGS MAY BE REQUIRED WITH ALL AGENCIES HAVING JURISDICTION OVER THE PROJECT PRIOR TO COMMENCEMENT OF CONSTRUCTION. THESE MAY INCLUDE BUT NOT BE LIMITED TO PALM BEACH COUNTY ENGINEERING, SOUTH FLORIDA WATER MANAGEMENT DISTRICT AND PALM BEACH COUNTY ENVIRONMENTAL RESOURCES MANAGEMENT.
14. GRADES SHOWN ARE FINISHED GRADE SPOT ELEVATIONS. CONTRACTOR SHALL GRADE ROADWAY TO DRAIN TO PROPOSED CATCH BASINS AND DETENTION AREAS. ANY CONFLICTS SHALL BE PRESENTED TO ENGINEER IN WRITING FOR RESOLUTION PRIOR TO COMMENCEMENT OF CONSTRUCTION.
15. CLEARING AND GRUBBING – WITHIN THE LIMITS OF CONSTRUCTION, ALL VEGETATION AND ROOT MATERIAL SHALL BE REMOVED. CONTRACTOR SHALL TAKE DUE CARE NOT TO DISTURB ADJACENT PROPERTIES AND SHOULD ANTICIPATE HAND CLEARING, CUTTING, STUMP GRINDING AND REMOVAL FOR THE WORK TO PREVENT DAMAGE.
16. CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE SO THAT RUNOFF WILL FLOW BY GRAVITY AWAY FROM ADJACENT PROPERTIES TO NEW OR EXISTING STORM DRAIN INLETS, SWALES, DITCHES OR RETENTION AREAS TO THE GREATEST EXTENT PRACTICABLE.
17. QUMBO – WHERE QUMBO OR OTHER PLASTIC CLAYS ARE ENCOUNTERED, THEY SHALL BE REMOVED WITHIN THE ROADWAY AND PARKING AREAS ONE FOOT BELOW THE SUBGRADE EXTENDING HORIZONTALLY TO THE OUTSIDE EDGE OF THE SHOULDER AREA.
18. HARDPAN – IF HARDPAN IS ENCOUNTERED IN THE SWALE AREA, IT WILL BE REMOVED TO A WIDTH OF TWO FEET AT THE SWALE INVERT AND REPLACED WITH GRANULAR MATERIAL.
19. MUCK, PEAT AND DELETERIOUS MATERIALS ENCOUNTERED IN THE ROADWAY SHALL BE REMOVED COMPLETELY TO THE MAXIMUM EXTENT POSSIBLE AND SHALL BE BACKFILLED WITH GRANULAR MATERIAL AND IN NO CASE SHALL REMAIN UNDER ANY PAVED AREAS.
20. WHERE SOO IS DESIRED, LOWER THE GROUND 2 INCHES BELOW THE FINISHED GRADE TO ALLOW FOR THE THICKNESS OF THE SOO.
21. PIPE BACKFILL – REQUIREMENTS FOR PIPE BACKFILL CROSSING ROADS OR PARKING AREAS SHALL BE DEFINED IN THE FLORIDA D.O.T. SPECIFICATIONS, LATEST EDITION. PIPELINE BACKFILL SHALL BE PLACED IN SIX INCH LIFTS AND COMPACTED TO 100% OF THE STANDARD PROCTOR (A.A.S.H.T.O.) T-99 SPECIFICATIONS.
22. UTILITIES – IT IS THE CONTRACTOR'S RESPONSIBILITY TO ASCERTAIN THE EXACT LOCATIONS OF ALL EXISTING UNDERGROUND UTILITIES, WHETHER SHOWN OR NOT, PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES PRIOR TO CONSTRUCTION. NOTIFY ENGINEER PRIOR TO CONSTRUCTION OF ANY DEVIATION FROM WHAT IS SHOWN ON THE PLAN.
23. ALL PIPE LENGTHS AND CENTERLINE SLOPE LENGTHS SHOWN ON THESE DRAWINGS ARE SCALED DISTANCES. THE CONTRACTOR SHALL CONFIRM ALL MEASUREMENTS IN THE FIELD AND NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCY WITH THE DRAWINGS PRIOR TO PERFORMING THE WORK.
24. INLETS AND MANHOLES – ALL INLETS AND MANHOLES SHALL BE CONSTRUCTED IN ACCORDANCE WITH FLORIDA D.O.T. STANDARDS SPECIFICATIONS, LATEST EDITION AND PALM BEACH COUNTY DESIGN STANDARDS, LATEST EDITION UNLESS OTHERWISE APPROVED BY ENGINEER OF RECORD.
25. REINFORCED CONCRETE PIPE (RCP) – UNLESS OTHERWISE NOTED ON PLANS, THE PIPE SHALL CONFORM WITH THE REQUIREMENTS OF CLASS III OF A.S.T.M. C-76 AND WITH THE FLORIDA D.O.T. SPECIFICATIONS, LATEST EDITION. ALL PIPE JOINTS, INCLUDING THE FIRST JOINT OF PIPE ENTERING OR LEAVING A MANHOLE OR INLET SHALL BE WRAPPED WITH FILTER FABRIC PER F.D.O.T. AND PALM BEACH COUNTY SPECIFICATIONS.
26. CORRUGATED METAL PIPE (CMP) – SHALL CONFORM WITH THE REQUIREMENTS OF AASHTO M36, A.S.T.M. A760 AND WITH THE FLORIDA D.O.T. SPECIFICATIONS, LATEST EDITION. ALL PIPE JOINTS, INCLUDING THE FIRST JOINT OF PIPE ENTERING OR LEAVING A MANHOLE OR INLET SHALL BE WRAPPED WITH FILTER FABRIC PER F.D.O.T. AND PALM BEACH COUNTY SPECIFICATIONS.
27. HIGH DENSITY POLYETHYLENE PIPE (HDPE) – SHALL CONFORM WITH ALL AASHTO AND ASTM STANDARDS AND GUIDELINES SPECIFIC TO THE PIPE SIZE, MATERIAL AND INSTALLATION REQUIREMENTS. ALL PIPE JOINTS, INCLUDING THE FIRST JOINT OF PIPE ENTERING OR LEAVING A MANHOLE OR INLET SHALL BE WRAPPED WITH FILTER FABRIC PER F.D.O.T. AND PALM BEACH COUNTY SPECIFICATIONS.
28. ALL PAVING AND DRAINAGE WORK SHALL BE CONSTRUCTED IN FULL ACCORDANCE WITH THE PALM BEACH COUNTY, SOUTH FLORIDA WATER MANAGEMENT DISTRICT AND FDOT LATEST STANDARDS. ANY CONFLICTS BETWEEN THE STANDARDS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER IN WRITING BY THE CONTRACTOR FOR RESOLUTION.
29. ANY EXISTING ROADWAY AND/OR UTILITY THAT IS DAMAGED BY THE CONTRACTOR SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE ENGINEER.
30. SUBGRADE – SHALL BE STABILIZED TO LBR 40 AND COMPACTED AS NOTED ON THE PLANS TO MEET THE DENSITY REQUIREMENTS AS DETERMINED BY THE A.A.S.H.T.O. T-180 SPECIFICATIONS. SUBGRADE SHALL EXTEND 12 INCHES BEYOND THE PROPOSED EDGE OF PAVEMENT AND/OR 6" BEYOND VALLEY GUTTER, TYPE "T" CURB & GUTTER OR TYPE "D" CURB. SUBGRADE SHALL BE 12 INCHES THICK. COMPACTED TO 98% ACCORDING TO A.A.S.H.T.O. T-180. ALL MUCK, STUMPS, ROOTS OR OTHER DELETERIOUS WATER ENCOUNTERED IN THE PREPARATION OF THE SUBGRADE SHALL BE REMOVED IN ACCORDANCE WITH NOTE 15.
31. BASE – SHALL BE FDOT APPROVED LIME/ROCK MATERIAL SHALL BE COMPACTED TO NOT LESS THAN 98% MAXIMUM DENSITY AS DETERMINED BY A.A.S.H.T.O. T-180 SPECIFICATIONS AND AS CALLED FOR IN FLORIDA D.O.T. SPECIFICATIONS, LATEST EDITION. BASE SHALL BE PLACED AND COMPACTED IN TWO (2) EQUAL LAYERS WHEN PLACED IN MULTIPLE LIFTS. ALTERNATE APPROVED BASE MATERIALS MAY BE UTILIZED AT THE DISCRETION OF THE ENGINEER AND WITH APPROVAL FROM PALM BEACH COUNTY.
32. PRIME COAT – BITUMINOUS PRIME COAT SHALL CONFORM WITH THE REQUIREMENTS OF THE FLORIDA D.O.T. SPECIFICATIONS, LATEST EDITION AND SHALL BE APPLIED AT THE RATE OF 0.25 GALLONS PER SQUARE YARD, UNLESS A LOWER RATE IS DIRECTED BY THE ENGINEER.
33. TACK COAT – BITUMINOUS TACK COAT SHALL CONFORM WITH THE REQUIREMENTS OF THE FLORIDA D.O.T. SPECIFICATIONS, LATEST EDITION AND SHALL BE APPLIED AT THE RATE OF 0.08 GALLONS PER SQUARE YARD, UNLESS A VARIATION IS APPROVED BY THE ENGINEER.
34. SURFACE COURSE – ASPHALTIC CONCRETE SURFACE COURSE SHALL CONFORM WITH THE REQUIREMENTS OF THE FLORIDA D.O.T. SPECIFICATIONS, LATEST EDITION. THE MINIMUM COMPACTED THICKNESS TO BE AS NOTED ON PLANS.
35. PAVEMENT MARKINGS – SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS, THE PALM BEACH COUNTY DESIGN STANDARDS AND THE REQUIREMENTS OF THE FLORIDA D.O.T. SPECIFICATIONS, LATEST EDITION.
36. CONCRETE – ALL CONCRETE SHALL DEVELOP 2500 P.S.I. (MINIMUM) 28 DAY COMPRESSIVE STRENGTH OR GREATER WHERE NOTED ON PLANS. CLASS I CONCRETE SHALL CONFORM WITH THE FLORIDA D.O.T. SPECIFICATIONS, LATEST EDITION. CLASS I CONCRETE USED AS PAVING SHALL DEVELOP 3000 P.S.I. (MINIMUM) 28 DAYS COMPRESSIVE STRENGTH.
37. ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN CHANGED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
38. THE CONTRACTOR SHALL CONFINE CONSTRUCTION ACTIVITIES TO OWNER-SUPPLIED PROPERTY, EASEMENTS AND RIGHTS-OF-WAYS.
39. APPROVAL OF THIS PLAN IS NOT AN AUTHORIZATION TO GRADE ADJACENT PROPERTIES. WHEN FIELD CONDITIONS WARRANT OFF-SITE GRADING, PERMISSION MUST BE OBTAINED FROM THE AFFECTED PROPERTY OWNERS AND COORDINATED WITH ENGINEER OF RECORD.
40. MAINTENANCE OF TRAFFIC SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE IN ACCORDANCE WITH THE FDOT DESIGN STANDARDS, LATEST EDITION.
41. CLEAN UP: THE CONTRACTOR SHALL KEEP THE CONSTRUCTION SITE FREE OF RUBBISH AND WASTE MATERIALS AND RESTORE TO THEIR ORIGINAL CONDITION THOSE PORTIONS OF THE SITE NOT DESIGNATED FOR ALTERATION BY THE CONTRACT DOCUMENTS. CLEAN UP AND RESTORATION SHALL BE ACCOMPLISHED ON A DAILY BASIS THROUGHOUT THE CONTRACT PERIOD.
42. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN ADEQUATE SIGNS, BARRICADES, FLASHING LIGHTS, FLAGMEN, AND WATCHMEN AND TAKE ALL NECESSARY PRECAUTIONS FOR THE PROTECTION OF THE WORK AND THE SAFETY OF THE PUBLIC. TRAFFIC CONTROL WARNING SIGNS AND BARRICADES SHALL BE IN STRICT ACCORDANCE WITH THE PROVISIONS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION, MANUAL ON TRAFFIC CONTROLS AND SAFE PRACTICES FOR STREET AND HIGHWAY CONSTRUCTION, MAINTENANCE AND UTILITY OPERATION (LATEST REVISION), WHERE APPLICABLE. ALL BARRICADES AND OBSTRUCTIONS SHALL BE PROTECTED AT NIGHT BY FLASHING SIGNAL LIGHTS WHICH SHALL BE KEPT BURNING FROM SUNSET TO SUNRISE. BARRICADES SHALL BE OF SUBSTANTIAL CONSTRUCTION AND SUITABLE FOR NIGHT VISIBILITY. SUITABLE WARNING SIGNS SHALL BE SO PLACED AND ILLUMINATED AT NIGHT AS TO SHOW IN ADVANCE WHERE CONSTRUCTION, BARRICADES OR DETOURS EXIST (AS NECESSARY).
43. SHOULD Dewatering be required for the installation of underground structures, discharges shall be contained onsite. Location of impoundment shall be within the proposed retention areas. A WATER USE PERMIT IS REQUIRED FOR DEWATERING ACTIVITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING DEWATERING PERMITS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
44. CONTRACTOR SHALL PUT INTO PLACE SUCH TEMPORARY EROSION CONTROL MEASURES AS INDICATED ON THE PLANS. THESE MEASURES SHALL BE INSPECTED AND EVALUATED DURING CONSTRUCTION OPERATION FOR THEIR EFFECTIVENESS IN PREVENTING EROSION MATERIAL AND SEDIMENT FROM DISCHARGING FROM THE WORK AREA. IF REQUIRED, AND AS DIRECTED BY THE CITY INSPECTOR, ADDITIONAL TEMPORARY EROSION CONTROL MEASURES SHALL BE INSTITUTED AND INSTALLED. ALL BEST MANAGEMENT PRACTICES ITEMS (EG. SILT FENCE, CONSTRUCTION ENTRANCES, ETC.) SHALL BE IN CONFORMANCE WITH THESE PLANS AND THE FDOT DESIGN STANDARDS, LATEST EDITION.
45. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IN PLACE PRIOR TO EARTHMOVING ACTIVITIES. ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES MAY BE REQUIRED. THE CONTRACTOR SHALL MAINTAIN A LOG OF CHANGES TO THE EROSION AND SEDIMENT CONTROL MEASURES INSTALLED OR REMOVED FROM THE SITE. A NPDES GENERAL NOI PERMIT FOR CONSTRUCTION ACTIVITIES SHALL BE OBTAINED FOR THE CONSTRUCTION ACTIVITIES PROPOSED IN THESE PLANS AND THE CONTRACTOR SHALL MAINTAIN INSPECTION RECORDS IN ACCORDANCE WITH THE NPDES PERMIT REQUIREMENTS.
46. GUARANTEE – ALL MATERIAL AND EQUIPMENT TO BE FURNISHED AND/OR INSTALLED BY THE CONTRACTOR UNDER THIS CONTRACT SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR FROM THE DATE OF ACCEPTANCE THEREOF AGAINST DEFECTIVE MATERIALS, DESIGN AND WORKMANSHIP. UPON NOTICE FROM THE OWNER OF FAILURE OF ANY PARTS OR MATERIALS, THOSE PARTS OR MATERIALS SHALL BE REPLACED PROMPTLY AT NO EXPENSE TO THE OWNER.

UTILITY CONSTRUCTION NOTES

GENERAL NOTES:

1. PRIOR TO CONSTRUCTION IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY (ELEVATION & LOCATION) ALL EXISTING UTILITIES. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO CONTINUATION OF WORK.
2. ALL WATER MAINS (BLUE), FORCE MAINS (GREEN) AND RECLAIMED WATER MAINS (PURPLE) SHALL BE P.V.C. (C-900) UNLESS A DIFFERENT MATERIAL IS OTHERWISE NOTED.
3. FIRE HYDRANTS SHALL BE CONNECTED USING DUCTILE IRON PIPE.
4. VALVES SHALL NOT BE PLACED IN CURBS.
5. ALL WATER AND SANITARY SERVICES SHALL BE CONSTRUCTED A MINIMUM OF 5' FROM DRAINAGE STRUCTURES.
6. PRESSURE TESTING AND CERTIFICATION SHALL FOLLOW THE PALM BEACH COUNTY WATER UTILITIES DEPARTMENT MINIMUM ENGINEERING AND CONSTRUCTION STANDARDS (LATEST EDITION).
7. ALL WATER MAINS TO CROSS OVER SANITARY SEWER SERVICES, WHERE 12" MINIMUM CLEARANCE CANNOT BE MAINTAINED, 20 LINEAR FEET OF DUCTILE IRON WATER MAIN SHALL BE CENTERED ON THE CROSSING. THE SEWER SERVICE SHALL BE C-900, SDR-18 IF THE SEWER SERVICE IS ABOVE THE WATER MAIN WITH LESS THAN 12" MINIMUM SEPARATION. IN NO CASE SHALL THERE BE LESS THAN 6" CLEARANCE.
8. RECORD DRAWINGS SHALL INCLUDE ALL UTILITY OBJECTS AND ASSOCIATED LOCATIONS IDENTIFIED AS REQUIRED BY PALM BEACH COUNTY WATER UTILITIES DEPARTMENT AND SHOWN IN THE AS-BUILT LOCATION.
9. ALL RECORD DRAWINGS SHALL BE DRAWN IN THE STATE PLANE COORDINATE SYSTEM. STATE PLANE COORDINATES ARE REQUIRED FOR ALL AS-BUILT UTILITY OBJECTS AS REQUIRED BY PALM BEACH COUNTY WATER UTILITIES DEPARTMENT. ALL UTILITY FEATURES SHALL BE SHOWN IN THEIR AS-BUILT LOCATION.
10. ELEVATIONS – ALL ELEVATIONS REFER TO NORTH AMERICAN VERTICAL DATUM OF 1988.
11. COMPREHENSIVE WATER AND SEWER UTILITY RECORD DRAWINGS FOR THE ENTIRE SITE, INCLUDING UTILITY EASEMENT LOCATIONS, ARE REQUIRED PRIOR TO WATER METER RELEASE.
12. FIRE SPRINKLER RISERS SHALL BE LOCATED ON EXTERIOR OF BUILDINGS.
13. FIRE LINE REQUIRES INSPECTION BY PALM BEACH COUNTY FIRE MARSHAL PRIOR TO BACKFILL & COMPACTION.

RECORD DRAWING NOTES:

1. RECORD DRAWINGS SHALL BE PREPARED IN THE STATE PLANE COORDINATE SYSTEM.
2. ALL UTILITY FEATURES SHALL BE SHOWN IN THEIR AS-BUILT LOCATION.
3. STATE PLANE COORDINATES SHALL BE DISPLAYED ON RECORD DRAWINGS FOR ALL FEATURES SPECIFIED IN PBCWUD STANDARDS.
4. STATE PLANE COORDINATES SHALL BE SHOWN ON PROPERTY CORNERS AS REQUIRED BY PBCWUD.

WUD FACILITIES & FPL ELECTRICAL CONDUIT NOTE:

1. A MINIMUM 1.5' (18") SEPARATION IS REQUIRED BETWEEN ANY ELECTRICAL CONDUIT INSTALLED FOR THE FPL FEEDERS BETWEEN THE FPL TRANSFORMERS AND ANY WUD WATER AND WASTEWATER MAINS. THOSE ELECTRICAL CONDUITS SHALL BE SHOWN ON THE WUD WATER & WASTEWATER AS-BUILT DRAWINGS WHERE THEY CROSS THE WUD MAINS WITH AS-BUILT DATA THAT SHALL INCLUDE SEPARATION AND COORDINATES LOCATING THE CROSSING.

HYDRANT SECURITY EQUIPMENT:

1. THE EXISTING FIRE HYDRANT CAN BE RELOCATED PROVIDED IT IS IN ACCEPTABLE WORKING ORDER BASED ON THE PROJECT'S WUD INSPECTOR'S INSPECTION. IF NOT IN PROPER WORKING CONDITION A NEW FIRE HYDRANT WILL BE REQUIRED. IN EITHER CASE CAPTIVATOR CAPS ARE REQUIRED PER NOTE 2 BELOW.
2. FIRE HYDRANT SHALL BE EQUIPPED WITH A SET OF AFC "CAPTIVATER" SECURITY CAPS. THE CAPS SHALL BE CHAINED TO THE HYDRANT BODY AND INSTALLED PRIOR TO ISSUANCE OF "CONSTRUCTION WATER RELEASE" CERTIFICATION. A SCHEDULED INSPECTION BY PBCWUD IS REQUIRED TO VERIFY THE INSTALLATION AND OPERATION OF THE CAPS.
3. PLEASE NOTE THAT THE SECURITY CAPS CAN ONLY BE REMOVED USING SPECIAL WRENCHES. THE CONTRACTOR SHALL CONTACT THE PBCWUD INSPECTOR FOR ASSISTANCE IF ACCESS TO THE HYDRANT IS REQUIRED FOR FLUSHING OR TESTING PURPOSES.
4. ALL NEW FIRE HYDRANTS ARE TO BE INSTALLED SO THE PUMPER NOZZLE IS 5.0' MIN WITH RAISED CURB OR 6.0' MIN WITHOUT RAISED CURB AND 12.0' MAX FROM THE EDGE OF PAVEMENT.

GENERAL WATER NOTES:

1. ALL WATER MAIN DUCTILE IRON PIPE AND PIPE FITTINGS SHALL BE PAINTED WITH A 4" WIDE CONTINUOUS BLUE LINE THAT RUNS PARALLEL TO THE AXIS OF THE PIPE AND IS LOCATED ALONG THE TOP OF THE PIPE.
2. ALL WATER MAINS SHALL BE MARKED WITH ONE CONTINUOUS STRIP OF 4" WIDE MAGNETIC BLUE CODED TAPE IMPRINTED WITH ONE AND ONE HALF (1-1/2) INCH HIGH LETTERING READING "CAUTION – WATER LINE BURIED BELOW" AND LOCATED APPROXIMATELY TWELVE (12) INCHES ABOVE THE CROWN OF THE PIPE. THE WORDING SHALL OCCUR EVERY THREE (3) FEET.
3. ALL WATER SERVICE BRASS FITTINGS ARE REQUIRED TO BE LEAD FREE.
4. ALL EXISTING PBCWUD FACILITIES (IE. VALVES) TO BE OPERATED BY PBCWUD PERSONNEL ONLY.

GENERAL SEWER NOTES:

1. ON-SITE SEWER LATERALS AND LIFT STATION UP TO GV+5 ARE PRIVATELY OWNED AND MAINTAINED.
2. SEWER CLEANOUT MINI-MANHOLES ARE REQUIRED ON ALL CLEANOUTS WITHIN PAVEMENT AREAS.
3. SEWER SERVICE FOR 8431 LAKE WORTH ROAD SHOULD NOT BE INTERRUPTED AND 10 BUSINESS DAYS PRIOR NOTICE MUST BE GIVEN.

GENERAL LANDSCAPE NOTE:

1. IF ANY NEW LANDSCAPE MATERIALS ARE INSTALLED AS PART OF THIS PROJECT THEN SOO ONLY WITH NO SHRUBS AND/OR TREES ARE TO BE INSTALLED WITHIN 5' OF ANY WATER METER AND WITHIN 7.5' OF ANY FIRE HYDRANT. TREES CANNOT BE INSTALLED WITHIN 10' OF A WUD WATER OR FORCE MAIN WITHOUT PRIOR PBCWUD APPROVAL AND THE INSTALLATION OF A ROOT BARRIER. ALSO IF ANY EXISTING TREES ARE LESS THAN 10' MINIMUM OF ANY NEW WATER OR FORCE MAIN A ROOT BARRIER IS REQUIRED TO BE INSTALLED OR TREE RELOCATED/REMOVED.

PAVEMENT MARKING AND SIGNAGE NOTES

1. OBTAIN ALL REQUIRED PERMITS AND APPROVALS.
2. NOTIFY ALL REGULATORY AGENCIES AT LEAST 48 HOURS PRIOR TO COMMENCEMENT.
3. ALL PAVEMENT MARKING AND SIGNAGE SHALL BE INSTALLED IN ACCORDANCE WITH PALM BEACH COUNTY, AASHTO, MUTCD AND FDOT WHEREVER APPLICABLE. INSTALLATION SHALL INCLUDE PLACEMENT OF ALL REQUIRED REFLECTIVE PAVEMENT MARKERS (RPM'S).
4. CONTRACTOR SHALL VERIFY ALL EXISTING UNDERGROUND UTILITIES WITHIN PROJECT LIMITS AND SHALL NOTIFY ENGINEER IN WRITING OF ANY DISCREPANCIES ON THE PLANS.
5. CONTRACTOR SHALL MAINTAIN A CLEAN WORK ENVIRONMENT AND SHALL PROPERLY DISPOSE OF ANY DEBRIS AT THE END OF EACH DAY UNLESS OTHERWISE APPROVED BY OWNER.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MAINTENANCE OF TRAFFIC THROUGHOUT THE DURATION OF CONSTRUCTION.
7. CONTRACTOR SHALL TAKE REASONABLE CARE NOT TO DAMAGE ANY SURROUNDING EXISTING PROPERTIES OR IMPROVEMENTS. ANY DAMAGES SHALL BE PROMPTLY REPAIRED TO ORIGINAL OR BETTER CONDITION TO THE SATISFACTION OF THE OWNER AND/OR ENGINEER.
8. ALL PERMANENT SIGNAGE SHALL REMAIN COVERED UNTIL SUCH TIME AS CONSTRUCTION IS COMPLETE AND CONSTRUCTION MAINTENANCE OF TRAFFIC SIGNAGE IS REMOVED.
9. PAVEMENT MARKINGS & SIGNINGS SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS & HIGHWAYS AND PALM BEACH COUNTY DESIGN STANDARDS.
10. STOP BARS AND STRIPING WITHIN THE CITY OF BOYNTON BEACH RIGHT OF WAY TO BE THERMOPLASTIC. ALL ONSITE STRIPING TO BE PAINT.

STORMWATER POLLUTION PREVENTION NOTES

1. ALL CONTRACTORS AND SUBCONTRACTORS ON THE SITE SHALL UTILIZE NPDES BEST MANAGEMENT PRACTICES THROUGHOUT THE DURATION OF CONSTRUCTION IN ORDER TO PREVENT THE DISCHARGE OF UNCONFINED SOILS AND PARTICULATE MATTER BEYOND THE PROJECT BOUNDARIES.
2. ALL ADJACENT STORM SEWER INLET GRATES AND INLETS WITH THE POTENTIAL FOR IMPACT DURING CONSTRUCTION SHALL BE COVERED WITH FILTER FABRIC (OR APPROVED EQUAL) THROUGHOUT THE DURATION OF DEMOLITION AND CONSTRUCTION AND PROTECTED FROM SEDIMENTATION RESULTING FROM SOIL EROSION.
3. CONTRACTOR SHALL, AT A MINIMUM, PUT INTO PLACE SUCH TEMPORARY EROSION CONTROL MEASURES AS INDICATED ON THE PLANS. THESE MEASURES SHALL BE INSPECTED AND EVALUATED DURING CONSTRUCTION AND DEMOLITION OPERATIONS FOR THEIR EFFECTIVENESS IN PREVENTING EROSION MATERIAL AND SEDIMENT FROM DISCHARGING FROM THE WORK AREA. IF REQUIRED, AND AS DIRECTED BY THE LOCAL BUILDING OFFICIAL, OR PROJECT ENGINEER, ADDITIONAL TEMPORARY EROSION CONTROL MEASURES SHALL BE INSTITUTED AND INSTALLED. ALL BEST MANAGEMENT PRACTICES ITEMS (EG. SILT FENCE, CONSTRUCTION ENTRANCES, ETC.) SHALL BE IN CONFORMANCE WITH FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES, RULE 62-621.003 (4)(c), F.A.C., AND THE FDOT DESIGN STANDARDS INDEX 102 FOR TEMPORARY EROSION CONTROL AND WATER QUALITY, 2010 EDITION (AS APPLICABLE).
4. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IN PLACE PRIOR TO ANY CLEARING, DEMOLITION OR EARTHMOVING ACTIVITIES. ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES MAY BE REQUIRED AS NEEDED AFTER COMMENCEMENT OF CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN A LOG OF CHANGES TO THE EROSION AND SEDIMENT CONTROL MEASURES INSTALLED OR REMOVED FROM THE SITE. A NPDES GENERAL NOI PERMIT FOR CONSTRUCTION ACTIVITIES SHALL BE OBTAINED FOR THE CONSTRUCTION ACTIVITIES PROPOSED IN THESE PLANS AND THE CONTRACTOR SHALL MAINTAIN INSPECTION RECORDS IN ACCORDANCE WITH THE NPDES PERMIT REQUIREMENTS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROCURING AND ABATEMENT APPROVALS FOR LEAD, ASBESTOS, MERCURY AND RODENTS PRIOR TO DEMOLITION AS REQUIRED BY LOCAL, STATE AND FEDERAL JURISDICTIONS HAVING AUTHORITY.
6. IF ANY HAZARDOUS MATERIALS ARE ENCOUNTERED, THE OWNER SHALL BE NOTIFIED. THOSE MATERIALS SHALL BE REMOVED AND DISPOSED OF IN A MANNER APPROVED BY ALL GOVERNING AGENCIES AND IN A LANDFILL OR DISPOSAL FACILITY LICENSED TO ACCEPT THE HAZARDOUS MATERIAL.
7. PREDEMOLITION PHOTOGRAPHS SHALL BE TAKEN SHOWING EXISTING CONDITIONS OF THE SITE AND ADJACENT BUILDINGS TO REMAIN. PHOTOS SHALL INCLUDE DAMAGE TO FINISH SURFACES THAT MIGHT BE MISCONSIDERED AS DAMAGE CAUSED BY DEMOLITION OPERATIONS.
8. THE CONTRACTOR MUST VISIT THE SITE AND STUDY EXISTING PHYSICAL CONDITION AND NOTIFY THE ENGINEER OR ARCHITECT OF ANY DISCREPANCIES ON DRAWINGS PRIOR TO COMMENCEMENT OF DEMOLITION AND CONSTRUCTION ACTIVITIES.
9. CONTRACTOR SHALL CALL SUNSHINE ONE CALL 72 HOURS PRIOR TO COMMENCEMENT OF DEMOLITION AND CONSTRUCTION ACTIVITIES. IF ANY CONFLICTS ARISE AS A RESULT OF FIELD UNDERGROUND UTILITY LOCATES AND DESIGNATIONS, THE CONTRACTOR SHALL BE RESPONSIBLE TO NOTIFY THE ENGINEER AND ARCHITECT IN WRITING PRIOR TO COMMENCEMENT ONSITE ACTIVITIES. FAILURE OF THE CONTRACTOR TO NOTIFY THE ENGINEER AND ARCHITECT IN WRITING SHALL BE DEEMED ACCEPTANCE OF EXISTING CONDITIONS "AS IS, WHERE IS" AND SHALL RELIEVE THE ENGINEER AND ARCHITECT OF ANY LIABILITY ASSOCIATED WITH EXISTING CONDITIONS. FURTHER, THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER AND ARCHITECT FOR ANY EXISTING AND OR UNFORESEEN CONDITIONS THAT MAY RESULT IN ANY FORM OF LIABILITY.
10. ALL CONTRACTORS AND SUBCONTRACTORS MUST SIGN AND DATE THE FOLLOWING CERTIFICATION STATEMENT BEFORE CONDUCTING LAND DISTURBING ACTIVITIES ON THE SITE AS APPLICABLE:
- "I CERTIFY UNDER THE PENALTY OF LAW THAT I UNDERSTAND, AND SHALL COMPLY WITH THE TERMS AND CONDITIONS OF THE STATE OF FLORIDA GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES AND THIS STORMWATER POLLUTION PREVENTION PLAN PREPARED THERE UNDER."

GENERAL NOTES
FOR
OXYGEN DEVELOPMENT
PALM SPRINGS, FLORIDA

REVISIONS	DATE	BY	CHK

EB 9889

LDi
Last Devenport, Inc.
1860 Old Okeechobee Road, Suite 504
West Palm Beach, FL 33409
phone (561)615-6561 fax (561)683-0872

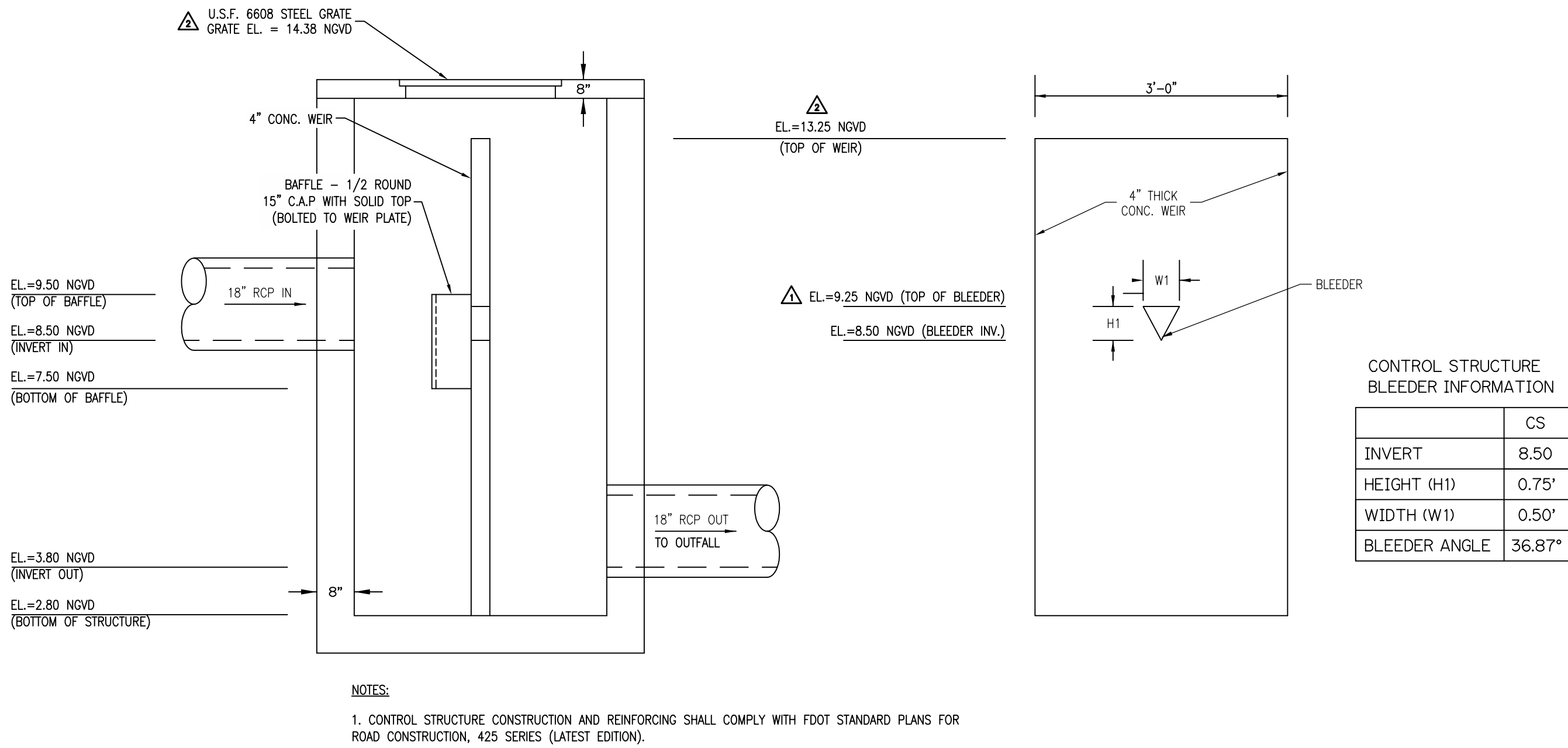
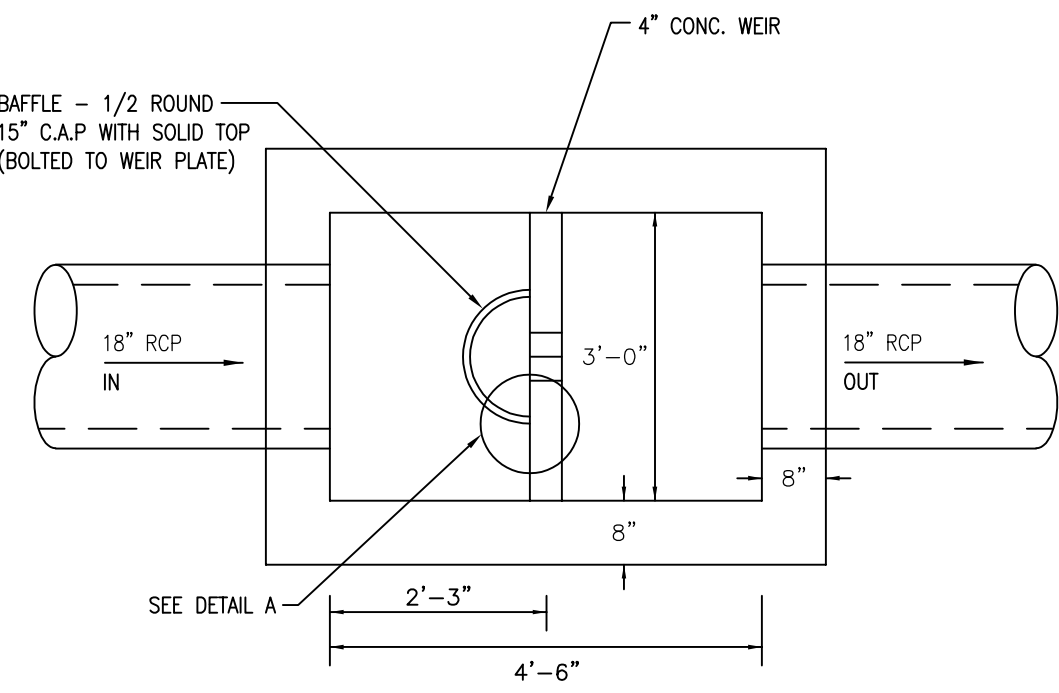
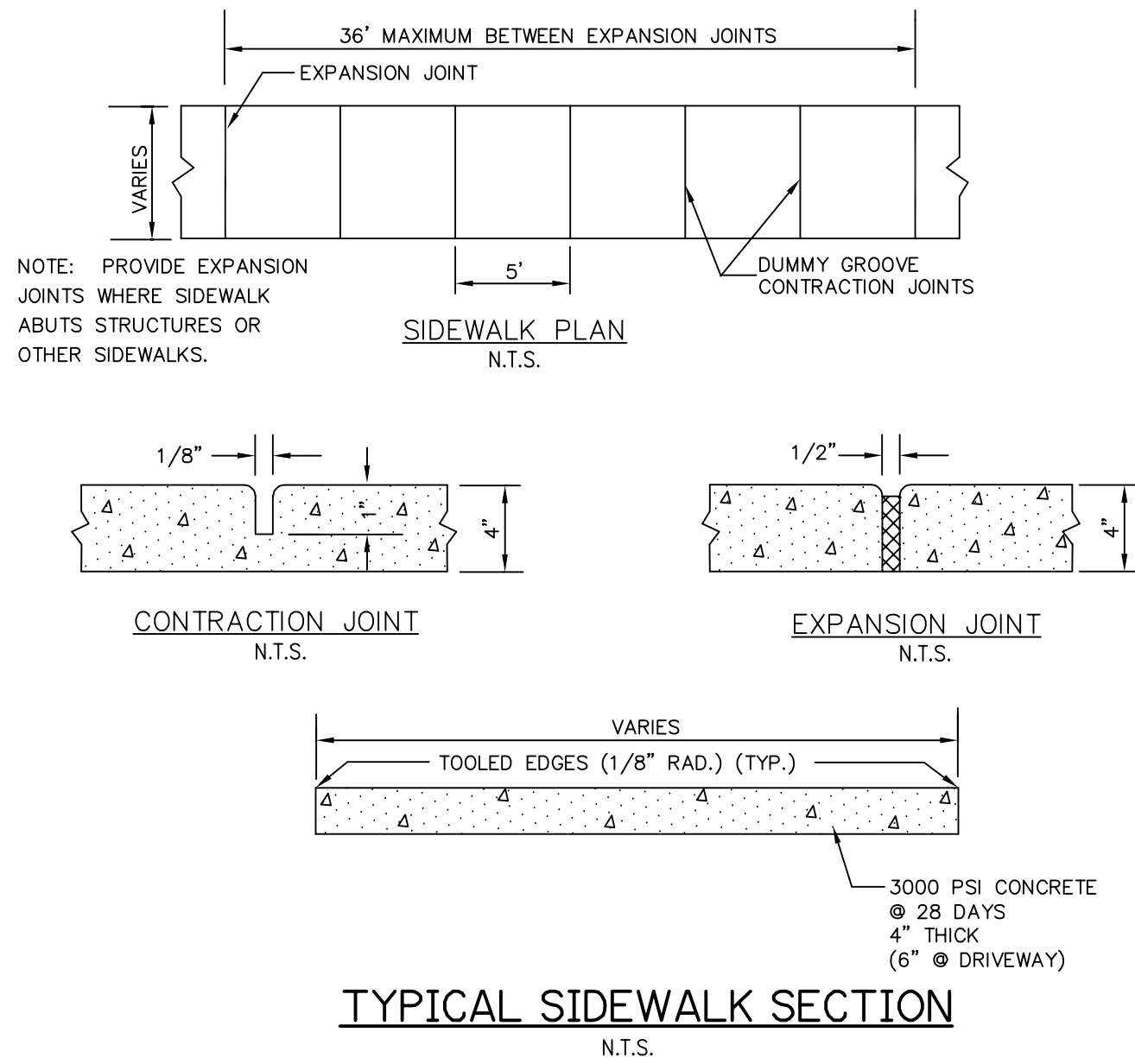
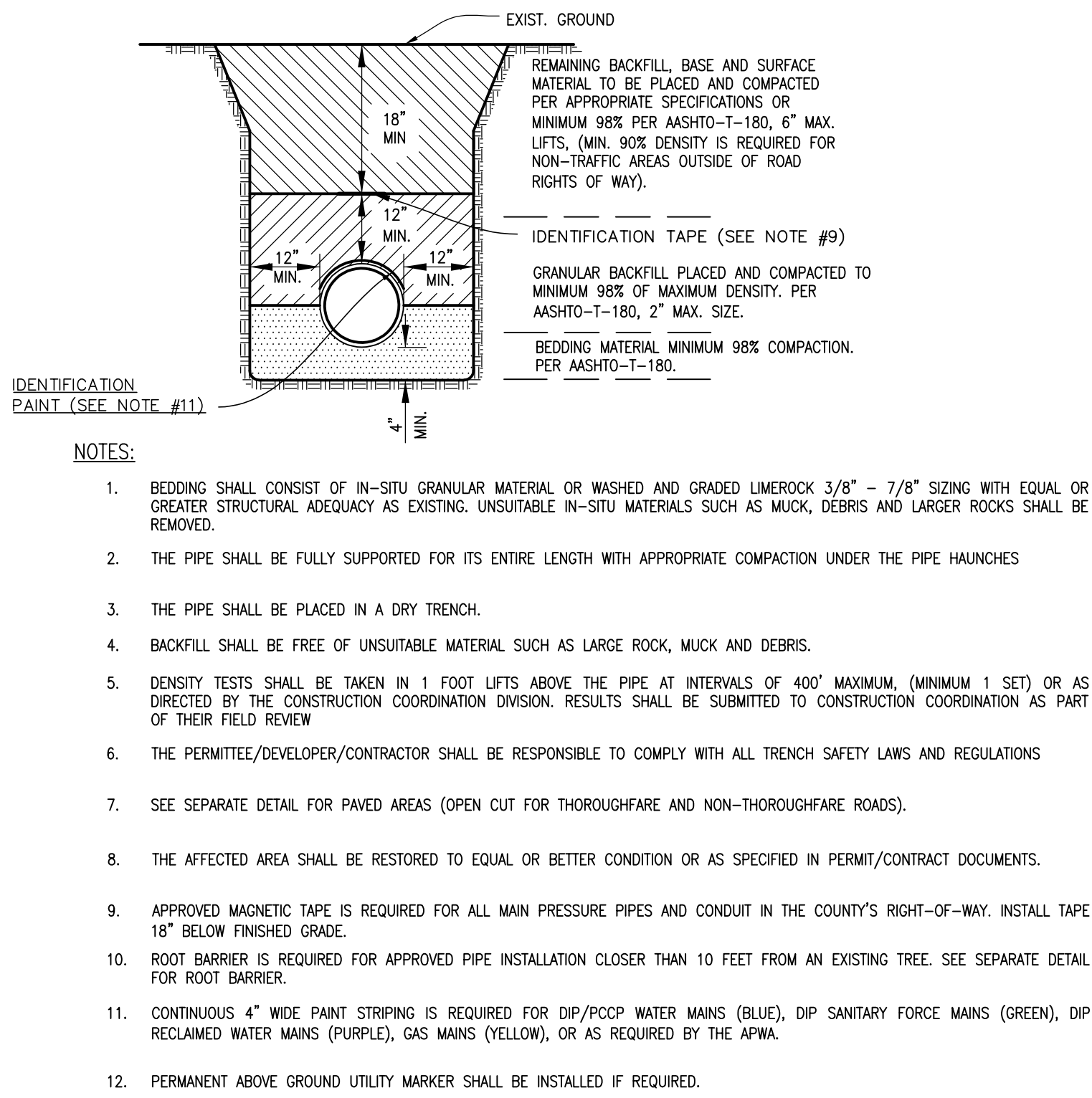
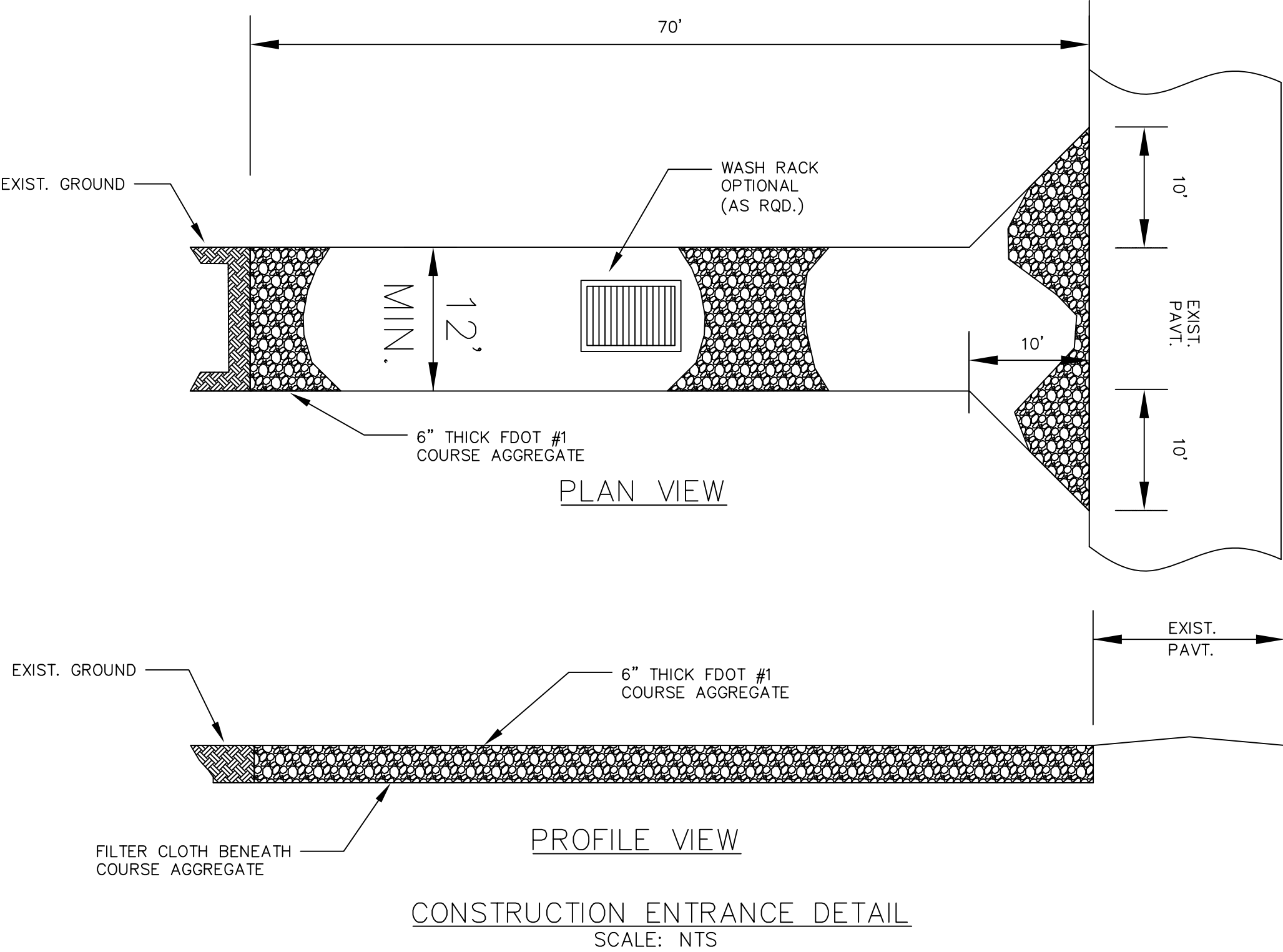
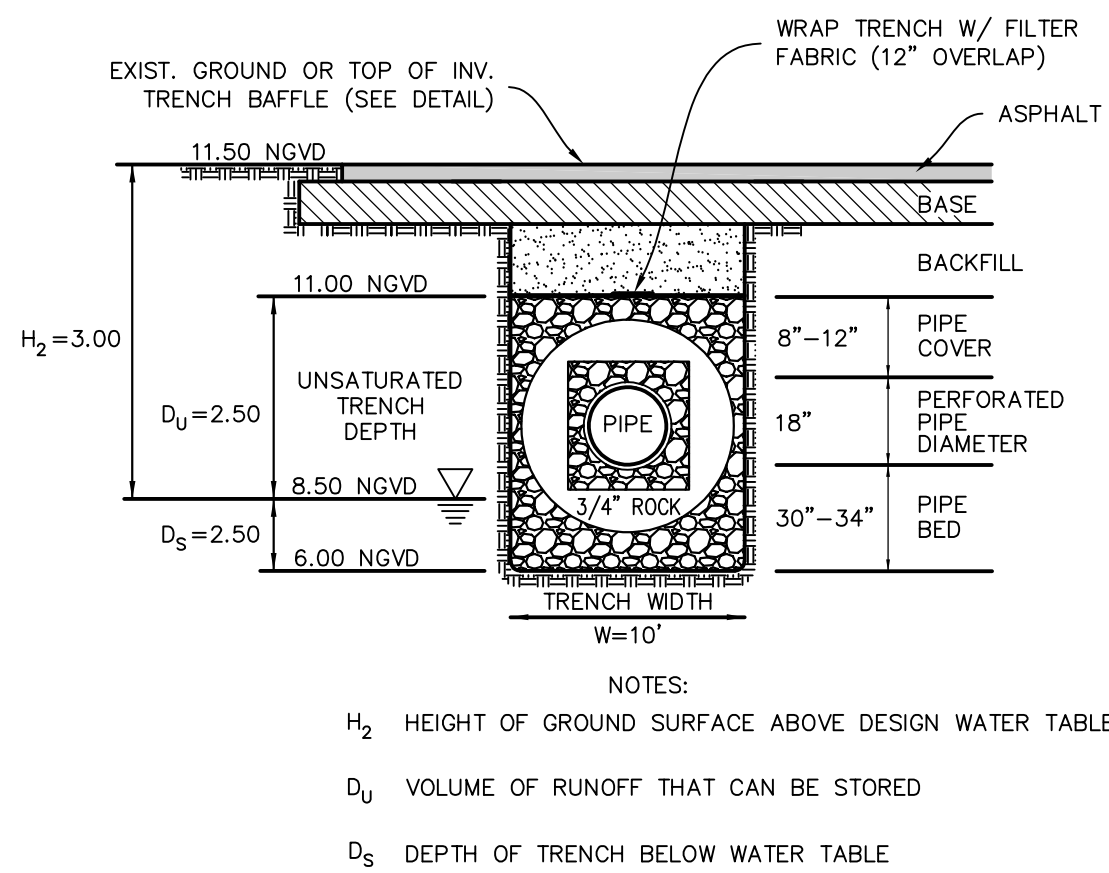
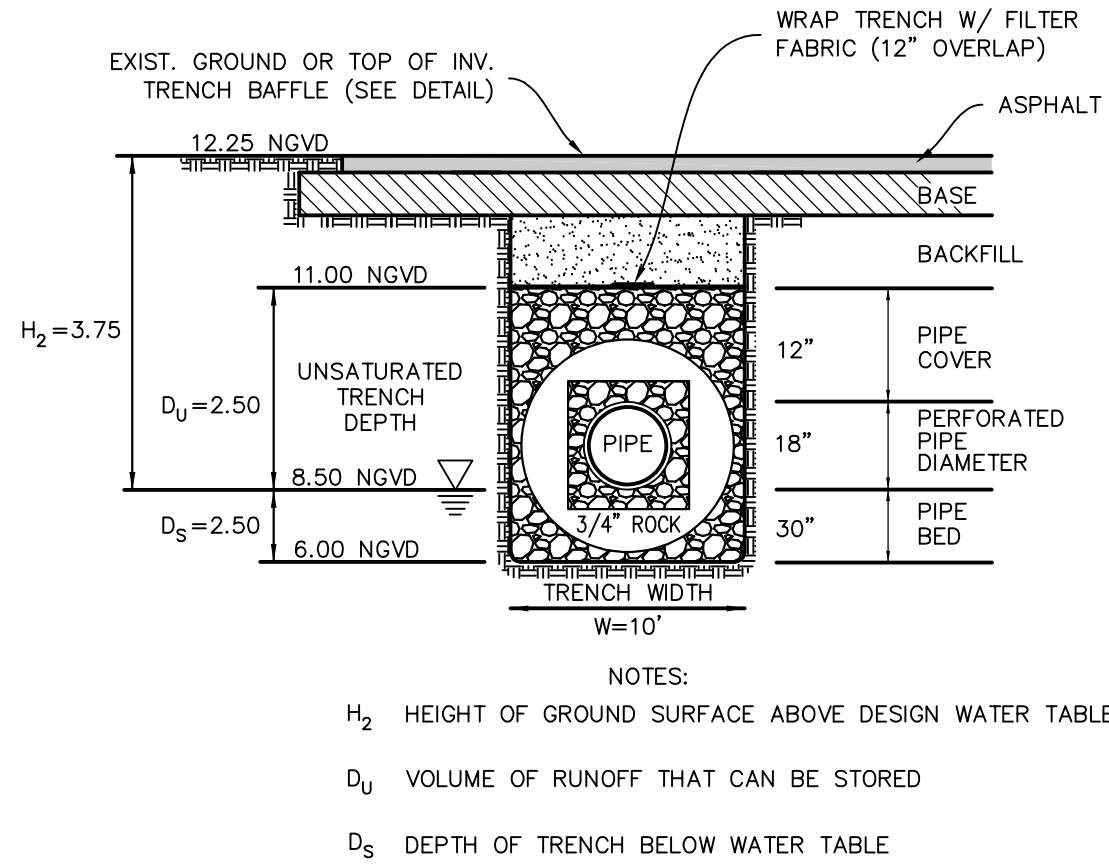
SCALE: N/A
DATE: 10/26/22
DESIGNED BY:SG
CHECKED BY:SG
DRAWING FILE:
22-006-C.9

10/26/2022
SCOTT M. GINTERT, P.E.
FLORIDA P.E. #84228

22-006 C.9

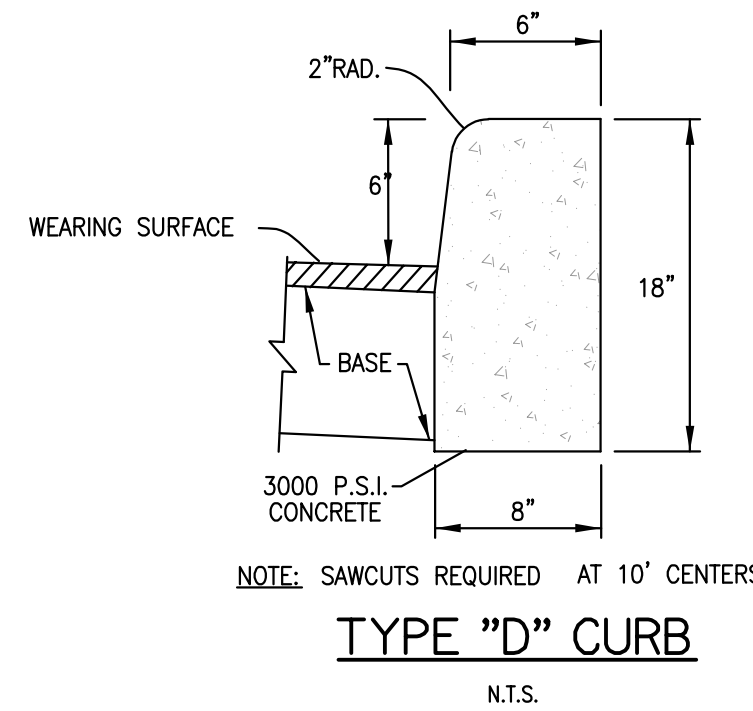
SHEET 10 OF 23





CONTROL STRUCTURE DETAIL

PERIMETER ELEVATION DETAIL "PE"



ALL ELEVATIONS INDICATED HEREON ARE NGVD 29 VERTICAL DATUM BASED ON SURVEY PROVIDED BY: JENNIFER MALIN, PSM #6667
ENGINEUTY GROUP, INC. LB #6603
1280 N. CONGRESS AVE., STE. 101
WEST PALM BEACH, FL 33409 TEL: (561) 655-1151



NGVD TO NAVD CONVERSION = NGVD - 1.520 FT

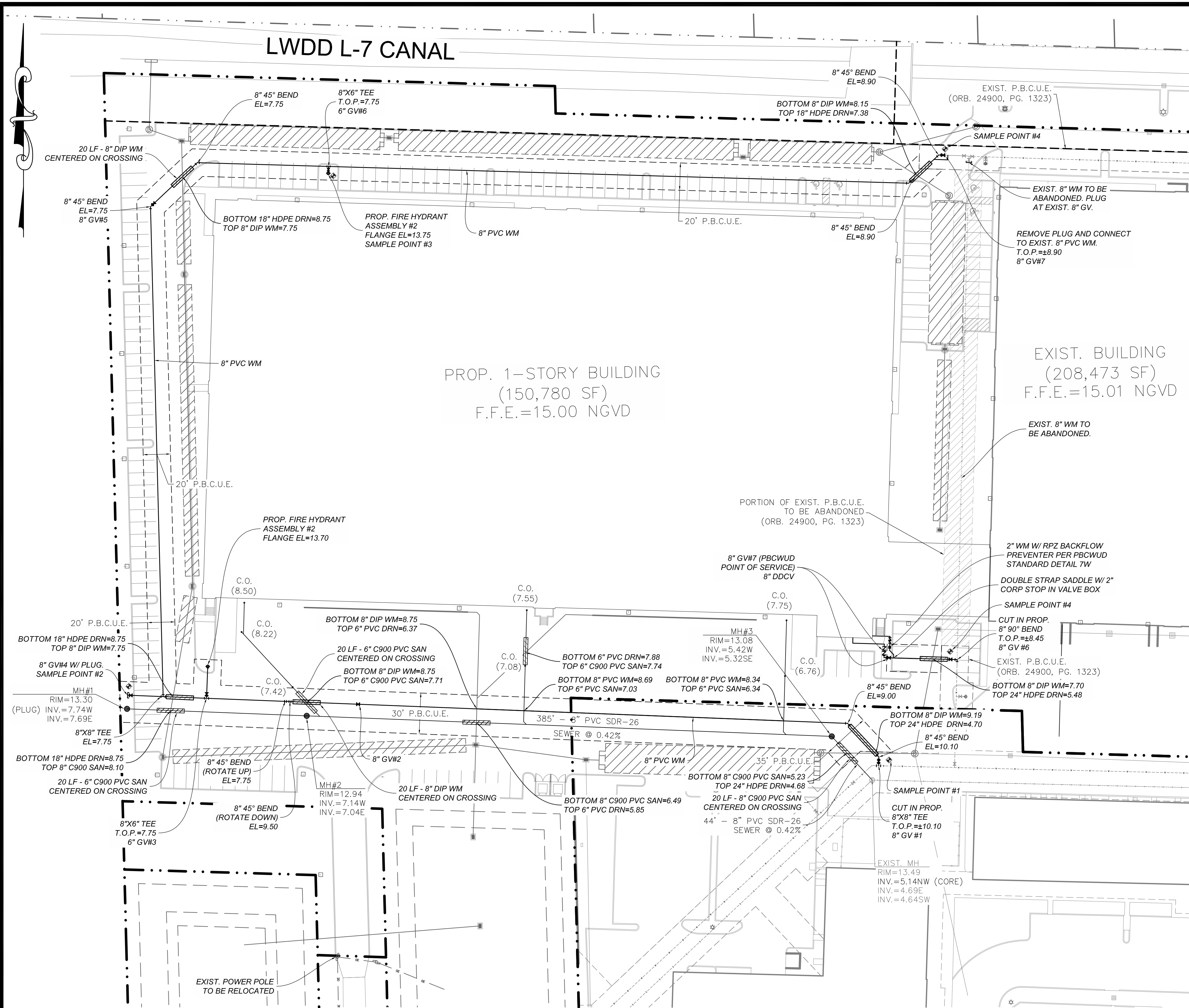
PAVING, GRADING, & DRAINAGE DETAILS FOR
OXYGEN DEVELOPMENT
PALM SPRINGS, FLORIDA

REVISIONS	DATE	BY	CHK
1. REVISED PER UPDATED SITE PLAN	07/15/22	SMG	SMG
2. REVISED PER UPDATED SITE PLAN	09/09/22	SMG	SMG

EB 9889
Last Devenport, Inc.
1860 Old Okeechobee Road, Suite 504
West Palm Beach, FL 33409
phone (561) 615-6561 fax (561) 683-0872

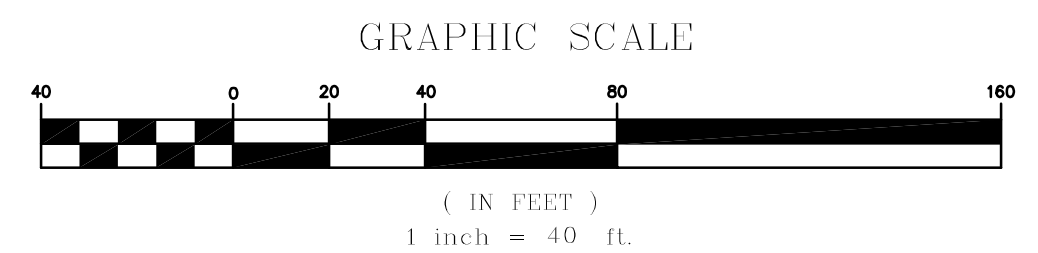
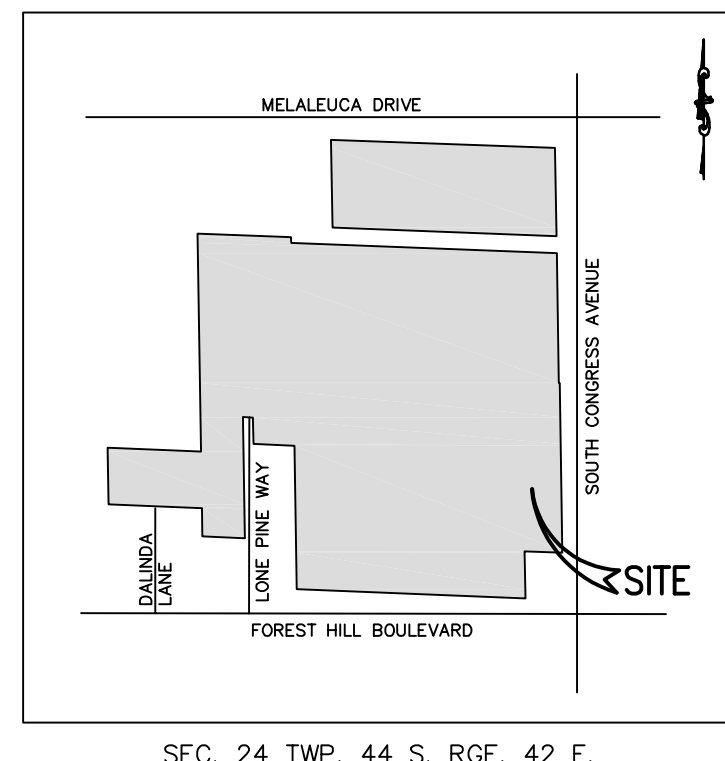
SCALE: N/A
DATE: 10/26/22
DESIGNED BY: SG
CHECKED BY: SG
DRAWING FILE: 22-006-C.8

10/26/2022
SCOTT M. GINTERT, P.E.
FLORIDA P.E. #84228
22-006 C.11
SHEET 12 OF 23



LEGEND

- PROP. STORM DRAINAGE STRUCTURE
- EXIST. STORM DRAINAGE STRUCTURE
- EXIST. WATER MAIN
- PROP. WATER MAIN W/ GATE VALVE
- PROP. SAN. SEWER MAIN WITH SANITARY MANHOLE
- EXIST. SAN. SEWER MAIN WITH SANITARY MANHOLE
- PROP. EXFILTRATION TRENCH



UTILITY CONSTRUCTION NOTES

- GENERAL NOTES:
- PRIOR TO CONSTRUCTION IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY (ELEVATION & LOCATION) ALL EXISTING UTILITIES. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO CONTINUATION OF WORK.
 - ALL WATER MAINS (BLUE), FORCE MAINS (GREEN) AND RECLAIMED WATER MAINS (PURPLE) SHALL BE P.V.C. (C-900) UNLESS A DIFFERENT MATERIAL IS OTHERWISE NOTED.
 - FIRE HYDRANTS SHALL BE CONNECTED USING DUCTILE IRON PIPE.
 - VALVES SHALL NOT BE PLACED IN CURBS.
 - ALL WATER AND SANITARY SERVICES SHALL BE CONSTRUCTED A MINIMUM OF 5' FROM DRAINAGE STRUCTURES.
 - PRESSURE TESTING AND CERTIFICATION SHALL FOLLOW THE PALM BEACH COUNTY WATER UTILITIES DEPARTMENT MINIMUM ENGINEERING AND CONSTRUCTION STANDARDS (LATEST EDITION).
 - ALL WATER MAINS TO CROSS OVER SANITARY SEWER SERVICES, WHERE 12" MINIMUM CLEARANCE CANNOT BE MAINTAINED, 20 LINEAR FEET OF DUCTILE IRON WATER MAIN SHALL BE CENTERED ON THE CROSSING. THE SEWER SERVICE SHALL BE C-900, SDR-18 IF THE SEWER SERVICE IS ABOVE THE WATER MAIN WITH LESS THAN 12" MINIMUM SEPARATION. IN NO CASE SHALL THERE BE LESS THAN 6" CLEARANCE.
 - RECORD DRAWINGS SHALL INCLUDE ALL UTILITY OBJECTS AND ASSOCIATED LOCATIONS IDENTIFIED AS REQUIRED BY PALM BEACH COUNTY WATER UTILITIES DEPARTMENT AND SHOWN IN THE AS-BUILT LOCATION.
 - ALL RECORD DRAWINGS SHALL BE DRAWN IN THE STATE PLANE, COORDINATE SYSTEM. STATE PLANE COORDINATES ARE REQUIRED FOR ALL AS-BUILT UTILITY OBJECTS AS REQUIRED BY PALM BEACH COUNTY WATER UTILITIES DEPARTMENT. ALL UTILITY FEATURES SHALL BE SHOWN IN THEIR AS-BUILT LOCATION.
 - ELEVATIONS - ALL ELEVATIONS REFER TO NORTH AMERICAN VERTICAL DATUM OF 1988.
 - COMPREHENSIVE WATER AND SEWER UTILITY RECORD DRAWINGS FOR THE ENTIRE SITE, INCLUDING UTILITY EASEMENT LOCATIONS, ARE REQUIRED PRIOR TO WATER METER RELEASE.
 - FIRE SPRINKLER RISERS SHALL BE LOCATED ON EXTERIOR OF BUILDINGS.
 - FIRE LINE REQUIRES INSPECTION BY PALM BEACH COUNTY FIRE MARSHAL PRIOR TO BACKFILL & COMPACTION.

- RECORD DRAWING NOTES:
- RECORD DRAWINGS SHALL BE PREPARED IN THE STATE PLANE COORDINATE SYSTEM.
 - ALL UTILITY FEATURES SHALL BE SHOWN IN THEIR AS-BUILT LOCATION.
 - STATE PLANE COORDINATES SHALL BE DISPLAYED ON RECORD DRAWINGS FOR ALL FEATURES SPECIFIED IN PBCWUD STANDARDS.
 - STATE PLANE COORDINATES SHALL BE SHOWN ON PROPERTY CORNERS AS REQUIRED BY PBCWUD.

- WUD FACILITIES & FPL ELECTRICAL CONDUIT NOTE:
- A MINIMUM 1.5' (18") SEPARATION IS REQUIRED BETWEEN ANY ELECTRICAL CONDUIT INSTALLED FOR THE FPL FEEDERS BETWEEN THE FPL TRANSFORMERS AND ANY WUD WATER AND WASTEWATER MAINS. THOSE ELECTRICAL CONDUITS SHALL BE SHOWN ON THE WUD WATER & WASTEWATER AS-BUILT DRAWINGS WHERE THEY CROSS THE WUD MAINS WITH AS-BUILT DATA THAT SHALL INCLUDE SEPARATION AND COORDINATES LOCATING THE CROSSING.

- HYDRANT SECURITY EQUIPMENT:
- THE EXISTING FIRE HYDRANT CAN BE RELOCATED PROVIDED IT IS IN ACCEPTABLE WORKING ORDER BASED ON THE PROJECT'S WUD INSPECTOR'S INSPECTION. IF NOT IN PROPER WORKING CONDITION A NEW FIRE HYDRANT WILL BE REQUIRED. IN EITHER CASE CAPTIVATOR CAPS ARE REQUIRED PER NOTE 2 BELOW.
 - FIRE HYDRANT SHALL BE EQUIPPED WITH A SET OF AFC "CAPTIVATOR" SECURITY CAPS. THE CAPS SHALL BE CHAINED TO THE HYDRANT BODY AND INSTALLED PRIOR TO ISSUANCE OF "CONSTRUCTION WATER RELEASE" CERTIFICATION. A SCHEDULED INSPECTION BY PBCWUD IS REQUIRED TO VERIFY THE INSTALLATION AND OPERATION OF THE CAPS.
 - PLEASE NOTE THAT THE SECURITY CAPS CAN ONLY BE REMOVED USING SPECIAL WRENCHES. THE CONTRACTOR SHALL CONTACT THE PBCWUD INSPECTOR FOR ASSISTANCE IF ACCESS TO THE HYDRANT IS REQUIRED FOR FLUSHING OR TESTING PURPOSES.
 - ALL NEW FIRE HYDRANTS ARE TO BE INSTALLED SO THE PUMPER NOZZLE IS 5.0' MIN WITH RAISED CURB OR 6.0' MIN WITHOUT RAISED CURB AND 12.0' MAX FROM THE EDGE OF PAVEMENT.

- GENERAL LANDSCAPE NOTE:
- IF ANY NEW LANDSCAPE MATERIALS ARE INSTALLED AS PART OF THIS PROJECT THEN SOD ONLY WITH NO SHRUBS AND/OR TREES ARE TO BE INSTALLED WITHIN 5' OF ANY WATER METER AND WITHIN 7.5' OF ANY FIRE HYDRANT. TREES CANNOT BE INSTALLED WITHIN 10' OF A WUD WATER OR FORCE MAIN WITHOUT PRIOR PBCWUD APPROVAL AND THE INSTALLATION OF A ROOT BARRIER. ALSO IF ANY EXISTING TREES ARE LESS THAN 10' MINIMUM OF ANY NEW WATER OR FORCE MAIN A ROOT BARRIER IS REQUIRED TO BE INSTALLED OR TREE RELOCATED/REMOVED.

ALL ELEVATIONS INDICATED HEREON ARE NGVD 29 VERTICAL DATUM BASED ON SURVEY PROVIDED BY: JENNIFER MALIN, PSM #6667
GENUINITY GROUP, INC. LB #6603
1280 N. CONGRESS AVE., STE. 101
WEST PALM BEACH, FL 33409 TEL:(561) 655-1151

NGVD TO NAVD CONVERSION = NGVD - 1.520 FT

P.B.C.U.E. RECORDED IN:
P.B. _____, PGS. _____

- GENERAL WATER NOTES:
- ALL WATER MAIN DUCTILE IRON PIPE AND PIPE FITTINGS SHALL BE PAINTED WITH A 4" WIDE CONTINUOUS BLUE LINE THAT RUNS PARALLEL TO THE AXIS OF THE PIPE AND IS LOCATED ALONG THE TOP OF THE PIPE.
 - ALL WATER MAINS SHALL BE MARKED WITH ONE CONTINUOUS STRIP OF 6" WIDE MAGNETIC BLUE CODED TAPE IMPRINTED WITH ONE AND ONE HALF (1-1/2) INCH HIGH LETTERING READING "CAUTION - WATER LINE BURIED BELOW" AND LOCATED APPROXIMATELY TWELVE (12) INCHES ABOVE THE CROWN OF THE PIPE. THE WORDING SHALL OCCUR EVERY THREE (3) FEET.
 - ALL WATER SERVICE BRASS FITTINGS ARE REQUIRED TO BE LEAD FREE.
 - ALL EXISTING PBCWUD FACILITIES (IE. VALVES) TO BE OPERATED BY PBCWUD PERSONNEL ONLY.

- GENERAL SEWER NOTES:
- ON-SITE SEWER LATERALS ARE PRIVATELY OWNED AND MAINTAINED.
 - SEWER CLEANOUT MINI-MANHOLE ARE REQUIRED ON ALL CLEANOUTS WITHIN PAVEMENT AREAS.

WUD# 22-



SCALE: 1"=40'
DATE: 10/26/22
DESIGNED BY:SG
CHECKED BY:SG
DRAWING FILE:
22-006-C.12

10/26/2022
SCOTT M. GINTERT, P.E.
FLORIDA P.E. #84228

22-006 C.12

SHEET 13 OF 23

WATER & SEWER PLAN

FOR

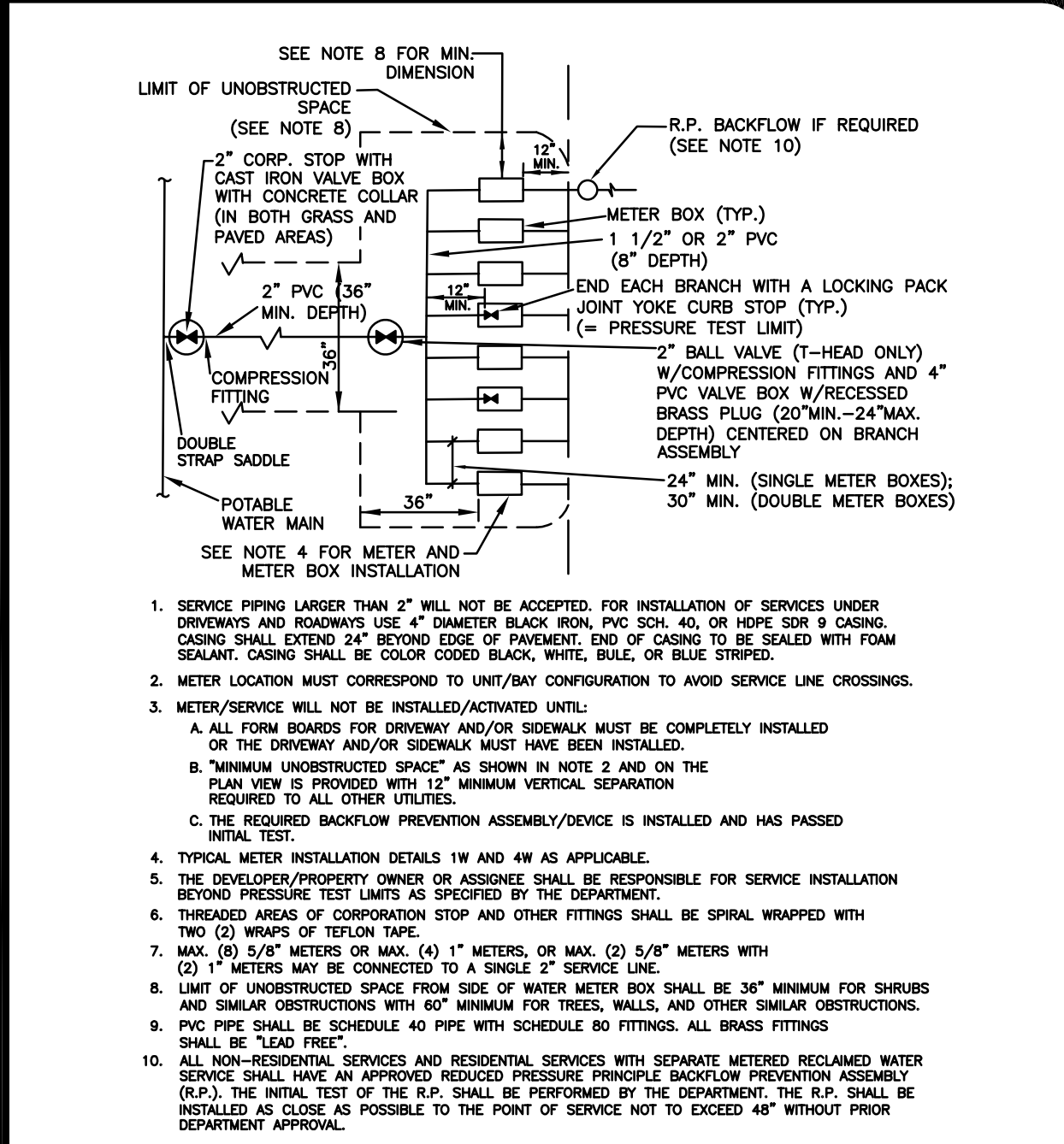
OXYGEN DEVELOPMENT

PALM SPRINGS, FLORIDA

REVISIONS	DATE	BY	CHK
1. REVISED PER UPDATED SITE PLAN	07/15/22	SG	SG
2. REVISED PER UPDATED SITE PLAN	09/09/22	SG	SG
3. REVISED PER PBCWUD COMMENTS	09/21/22	SG	SG

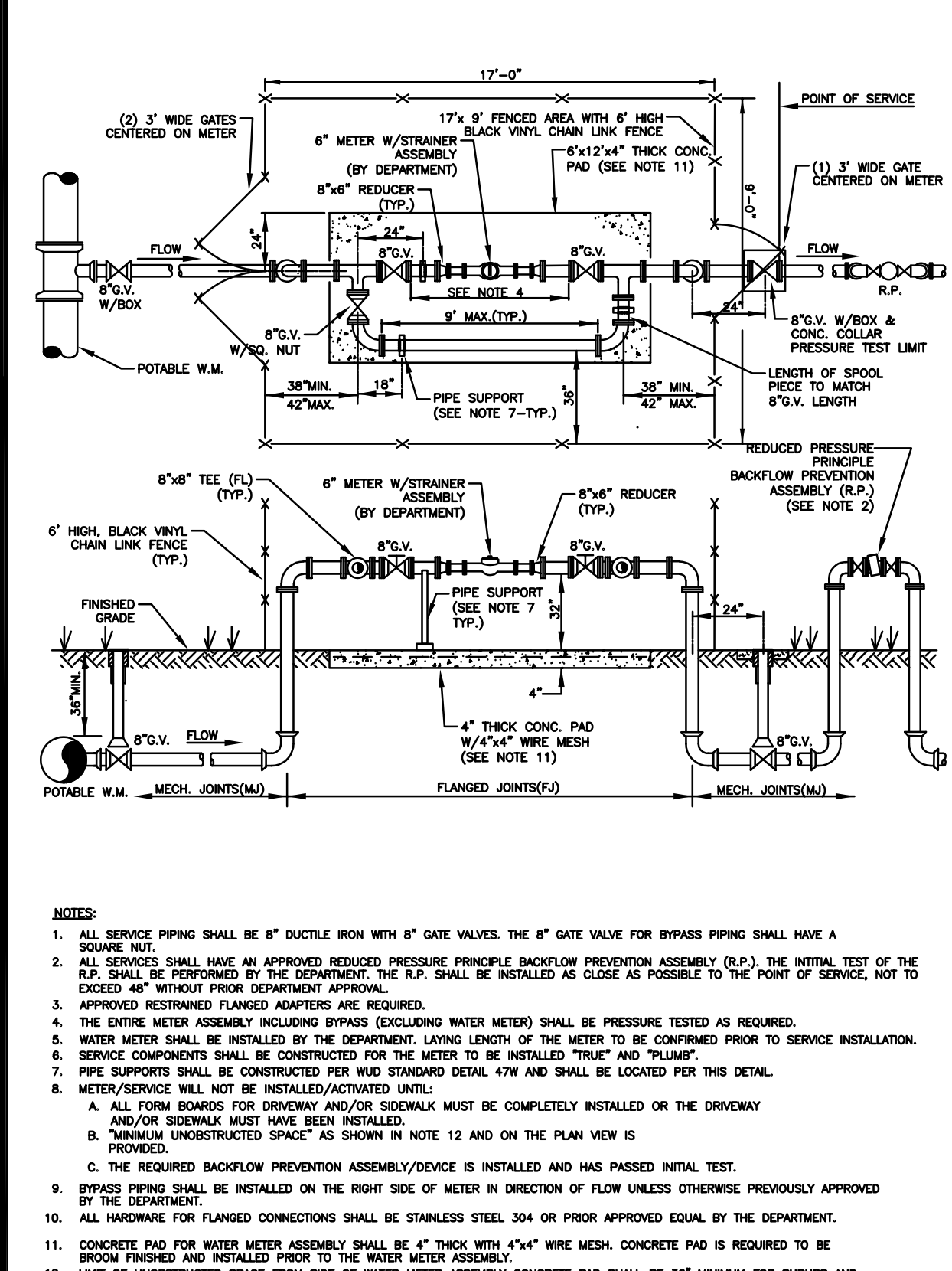
EB 9889

LDi
Last Devenport, Inc.
1860 Old Okeechobee Road, Suite 504
West Palm Beach, FL 33409
phone (561) 615-6561 fax (561) 683-0872



POTABLE WATER TYPICAL CONNECTION FOR MULTIPLE SERVICES

5W



POTABLE WATER #1 STANDARD DETAILS

10W

POTABLE WATER 6\"/>

POTABLE WATER 4\"/>

POTABLE WATER 3\"/>

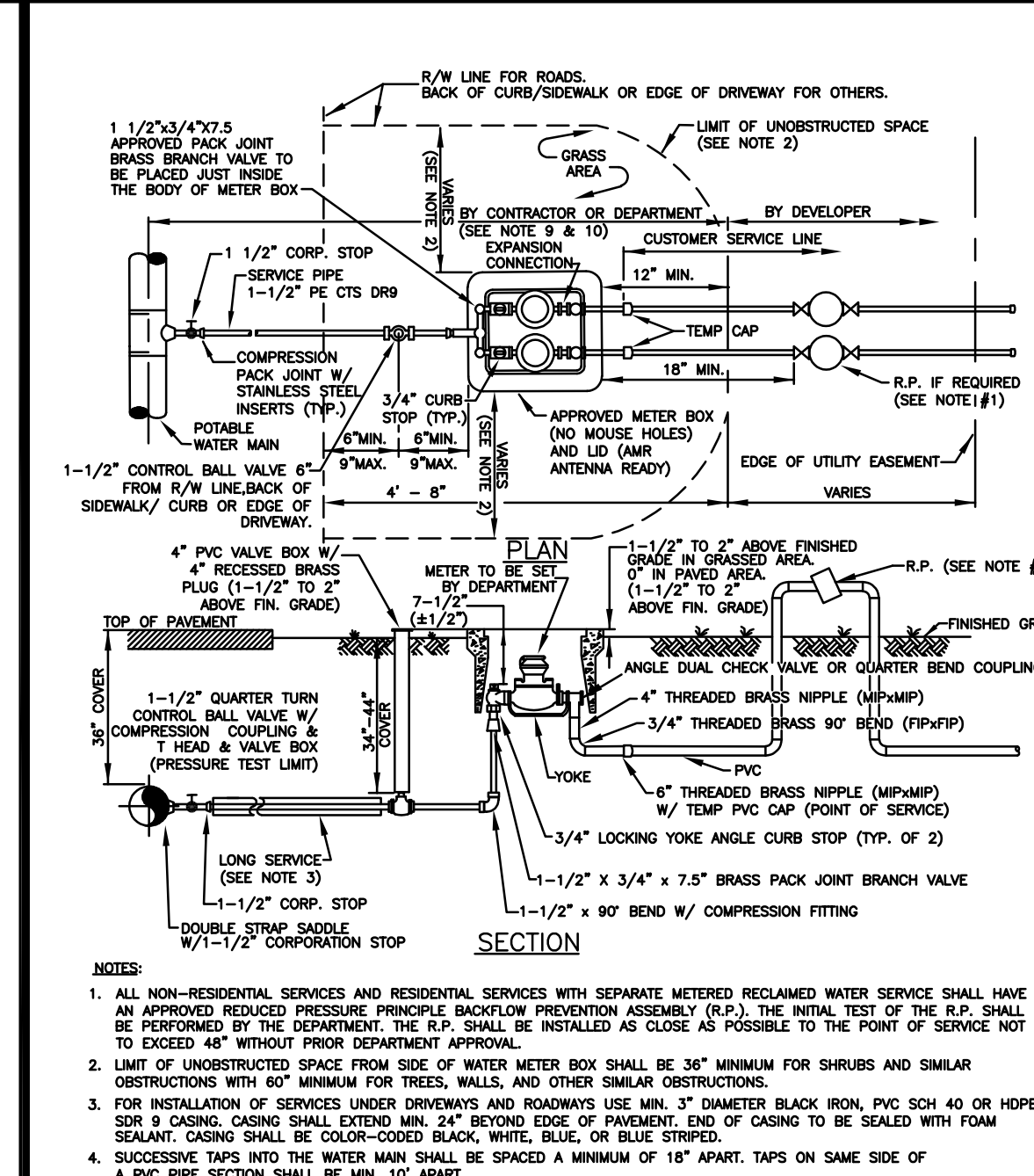
POTABLE WATER 2\"/>

POTABLE WATER 1 1/2\"/>

POTABLE WATER 1\"/>

POTABLE WATER 3/4\"/>

POTABLE WATER 1/2\"/>



POTABLE WATER SERVICE DUAL 5/8\"/>

4W

POTABLE WATER SERVICE DUAL 5/8\"/>

POTABLE WATER SERVICE DUAL 5/8\"/>

POTABLE WATER SERVICE DUAL 5/8\"/>

POTABLE WATER SERVICE DUAL 5/8\"/>

POTABLE WATER SERVICE DUAL 5/8\"/>

POTABLE WATER SERVICE DUAL 5/8\"/>

POTABLE WATER SERVICE DUAL 5/8\"/>

POTABLE WATER SERVICE DUAL 5/8\"/>

POTABLE WATER SERVICE DUAL 5/8\"/>

POTABLE WATER SERVICE DUAL 5/8\"/>

POTABLE WATER SERVICE DUAL 5/8\"/>

POTABLE WATER SERVICE DUAL 5/8\"/>

POTABLE WATER SERVICE DUAL 5/8\"/>

POTABLE WATER SERVICE DUAL 5/8\"/>

POTABLE WATER SERVICE DUAL 5/8\"/>

POTABLE WATER SERVICE DUAL 5/8\"/>

POTABLE WATER SERVICE DUAL 5/8\"/>

POTABLE WATER SERVICE DUAL 5/8\"/>

POTABLE WATER SERVICE DUAL 5/8\"/>

POTABLE WATER SERVICE DUAL 5/8\"/>

POTABLE WATER SERVICE DUAL 5/8\"/>

POTABLE WATER SERVICE DUAL 5/8\"/>

POTABLE WATER SERVICE DUAL 5/8\"/>

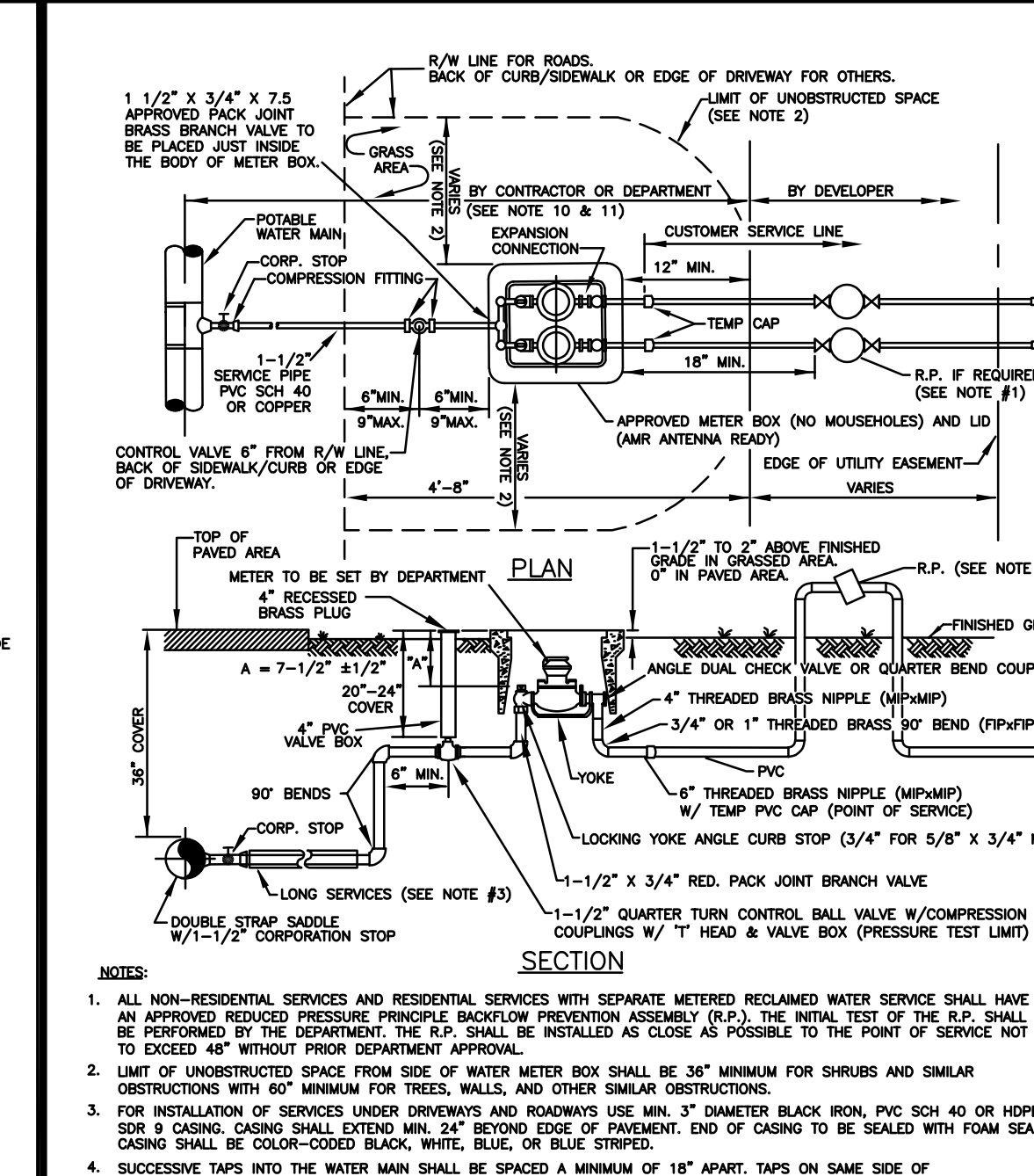
POTABLE WATER SERVICE DUAL 5/8\"/>

POTABLE WATER SERVICE DUAL 5/8\"/>

POTABLE WATER SERVICE DUAL 5/8\"/>

POTABLE WATER SERVICE DUAL 5/8\"/>

POTABLE WATER SERVICE DUAL 5/8\"/>



POTABLE WATER SERVICE DUAL 5/8\"/>

3W

POTABLE WATER SERVICE DUAL 5/8\"/>

POTABLE WATER SERVICE DUAL 5/8\"/>

POTABLE WATER SERVICE DUAL 5/8\"/>

POTABLE WATER SERVICE DUAL 5/8\"/>

POTABLE WATER SERVICE DUAL 5/8\"/>

POTABLE WATER SERVICE DUAL 5/8\"/>

POTABLE WATER SERVICE DUAL 5/8\"/>

POTABLE WATER SERVICE DUAL 5/8\"/>

POTABLE WATER SERVICE DUAL 5/8\"/>

POTABLE WATER SERVICE DUAL 5/8\"/>

POTABLE WATER SERVICE DUAL 5/8\"/>

POTABLE WATER SERVICE DUAL 5/8\"/>

POTABLE WATER SERVICE DUAL 5/8\"/>

POTABLE WATER SERVICE DUAL 5/8\"/>

POTABLE WATER SERVICE DUAL 5/8\"/>

POTABLE WATER SERVICE DUAL 5/8\"/>

POTABLE WATER SERVICE DUAL 5/8\"/>

POTABLE WATER SERVICE DUAL 5/8\"/>

POTABLE WATER SERVICE DUAL 5/8\"/>

POTABLE WATER SERVICE DUAL 5/8\"/>

POTABLE WATER SERVICE DUAL 5/8\"/>

POTABLE WATER SERVICE DUAL 5/8\"/>

POTABLE WATER SERVICE DUAL 5/8\"/>

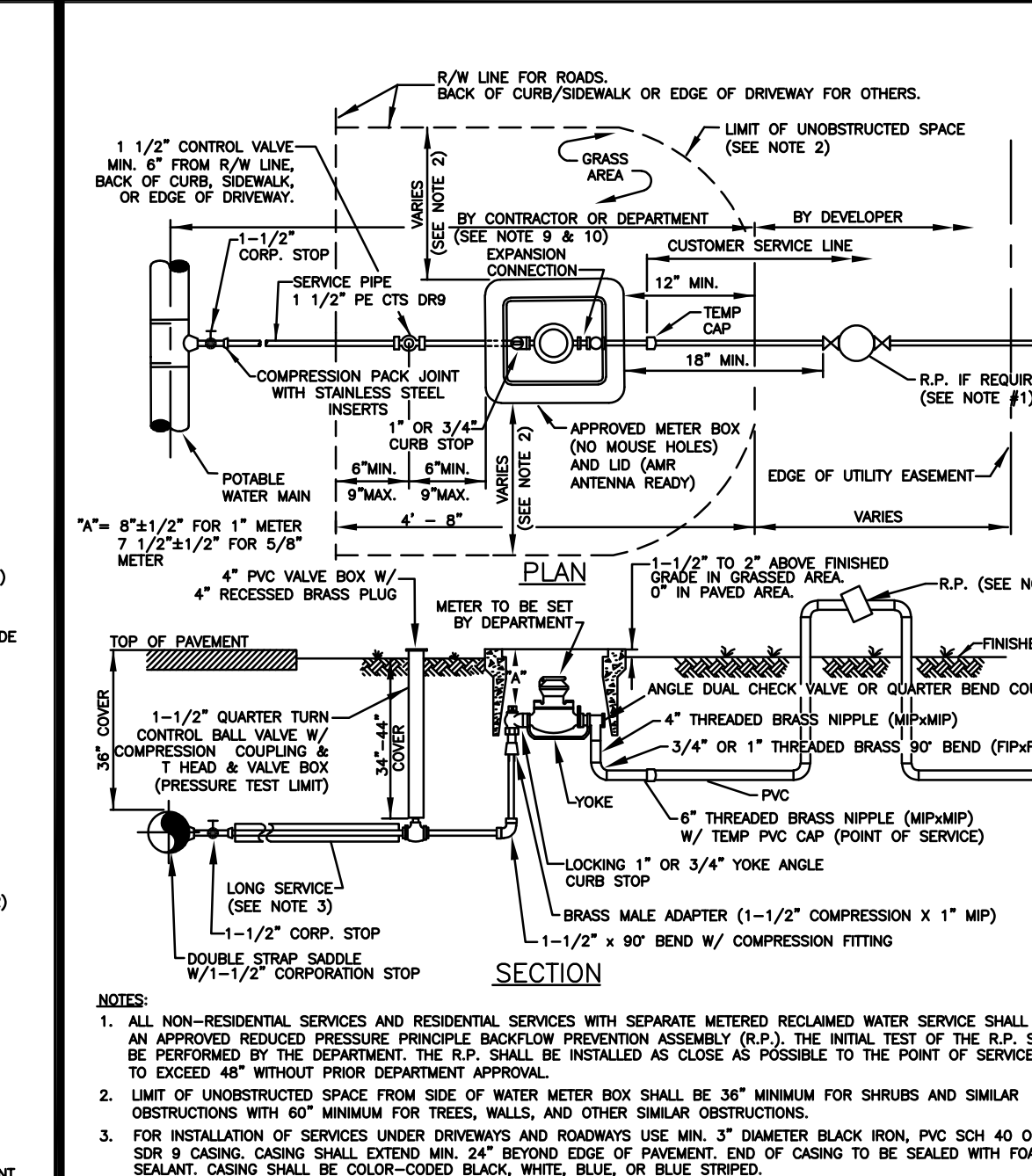
POTABLE WATER SERVICE DUAL 5/8\"/>

POTABLE WATER SERVICE DUAL 5/8\"/>

POTABLE WATER SERVICE DUAL 5/8\"/>

POTABLE WATER SERVICE DUAL 5/8\"/>

POTABLE WATER SERVICE DUAL 5/8\"/>



POTABLE WATER SERVICE SINGLE 5/8\"/>

2W

POTABLE WATER SERVICE SINGLE 5/8\"/>

POTABLE WATER SERVICE SINGLE 5/8\"/>

POTABLE WATER SERVICE SINGLE 5/8\"/>

POTABLE WATER SERVICE SINGLE 5/8\"/>

POTABLE WATER SERVICE SINGLE 5/8\"/>

POTABLE WATER SERVICE SINGLE 5/8\"/>

POTABLE WATER SERVICE SINGLE 5/8\"/>

POTABLE WATER SERVICE SINGLE 5/8\"/>

POTABLE WATER SERVICE SINGLE 5/8\"/>

POTABLE WATER SERVICE SINGLE 5/8\"/>

POTABLE WATER SERVICE SINGLE 5/8\"/>

POTABLE WATER SERVICE SINGLE 5/8\"/>

POTABLE WATER SERVICE SINGLE 5/8\"/>

POTABLE WATER SERVICE SINGLE 5/8\"/>

POTABLE WATER SERVICE SINGLE 5/8\"/>

POTABLE WATER SERVICE SINGLE 5/8\"/>

POTABLE WATER SERVICE SINGLE 5/8\"/>

POTABLE WATER SERVICE SINGLE 5/8\"/>

POTABLE WATER SERVICE SINGLE 5/8\"/>

POTABLE WATER SERVICE SINGLE 5/8\"/>

POTABLE WATER SERVICE SINGLE 5/8\"/>

POTABLE WATER SERVICE SINGLE 5/8\"/>

POTABLE WATER SERVICE SINGLE 5/8\"/>

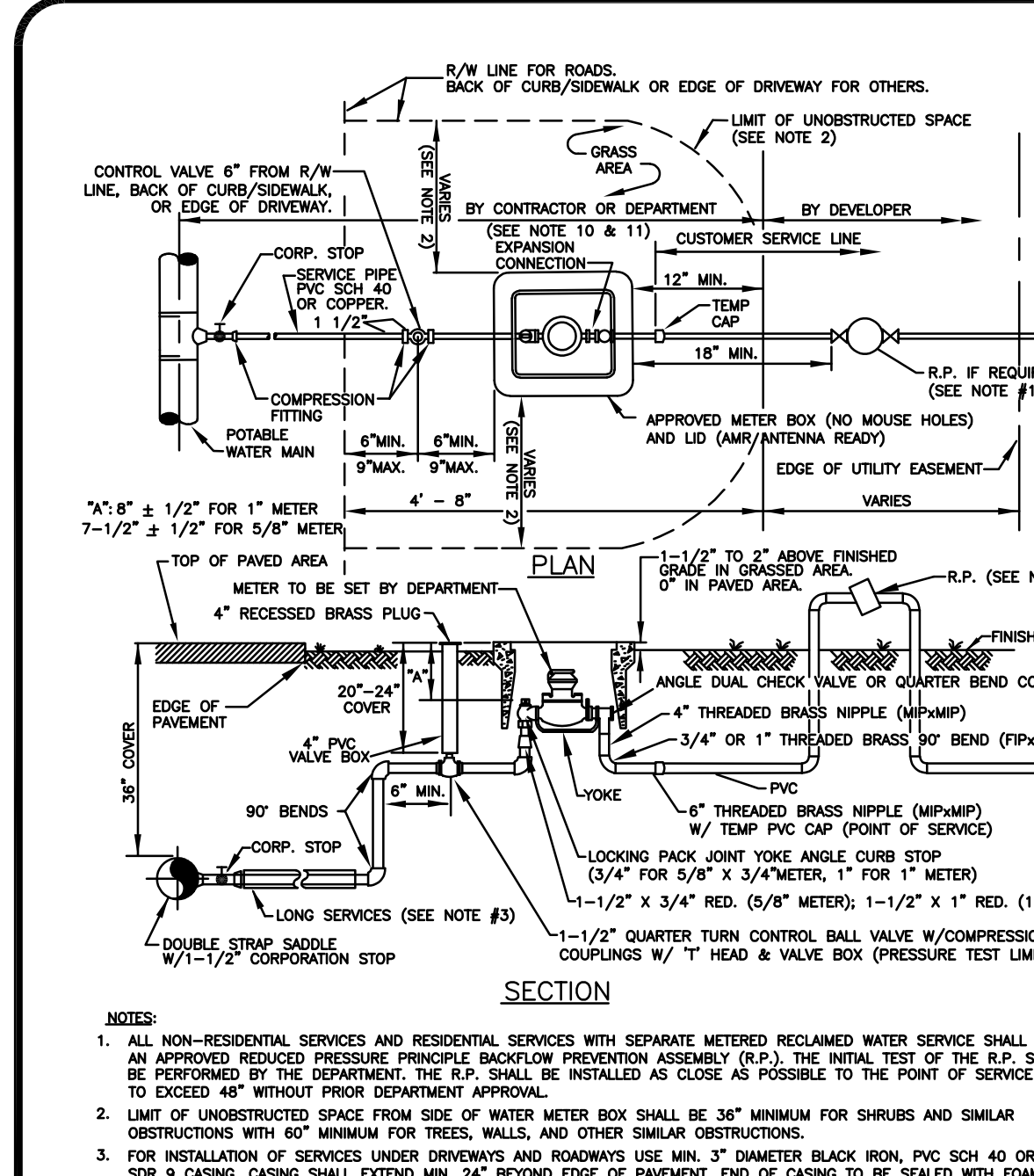
POTABLE WATER SERVICE SINGLE 5/8\"/>

POTABLE WATER SERVICE SINGLE 5/8\"/>

POTABLE WATER SERVICE SINGLE 5/8\"/>

POTABLE WATER SERVICE SINGLE 5/8\"/>

POTABLE WATER SERVICE SINGLE 5/8\"/>



POTABLE WATER SERVICE SINGLE 5/8\"/>

1W

POTABLE WATER SERVICE SINGLE 5/8\"/>

POTABLE WATER SERVICE SINGLE 5/8\"/>

POTABLE WATER SERVICE SINGLE 5/8\"/>

POTABLE WATER SERVICE SINGLE 5/8\"/>

POTABLE WATER SERVICE SINGLE 5/8\"/>

POTABLE WATER SERVICE SINGLE 5/8\"/>

POTABLE WATER SERVICE SINGLE 5/8\"/>

POTABLE WATER SERVICE SINGLE 5/8\"/>

POTABLE WATER SERVICE SINGLE 5/8\"/>

POTABLE WATER SERVICE SINGLE 5/8\"/>

POTABLE WATER SERVICE SINGLE 5/8\"/>

POTABLE WATER SERVICE SINGLE 5/8\"/>

POTABLE WATER SERVICE SINGLE 5/8\"/>

POTABLE WATER SERVICE SINGLE 5/8\"/>

POTABLE WATER SERVICE SINGLE 5/8\"/>

POTABLE WATER SERVICE SINGLE 5/8\"/>

POTABLE WATER SERVICE SINGLE 5/8\"/>

POTABLE WATER SERVICE SINGLE 5/8\"/>

POTABLE WATER SERVICE SINGLE 5/8\"/>

POTABLE WATER SERVICE SINGLE 5/8\"/>

POTABLE WATER SERVICE SINGLE 5/8\"/>

POTABLE WATER SERVICE SINGLE 5/8\"/>

POTABLE WATER SERVICE SINGLE 5/8\"/>

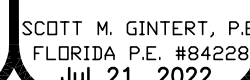
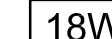
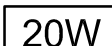
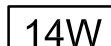
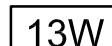
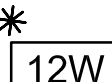
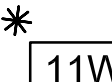
POTABLE WATER SERVICE SINGLE 5/8\"/>

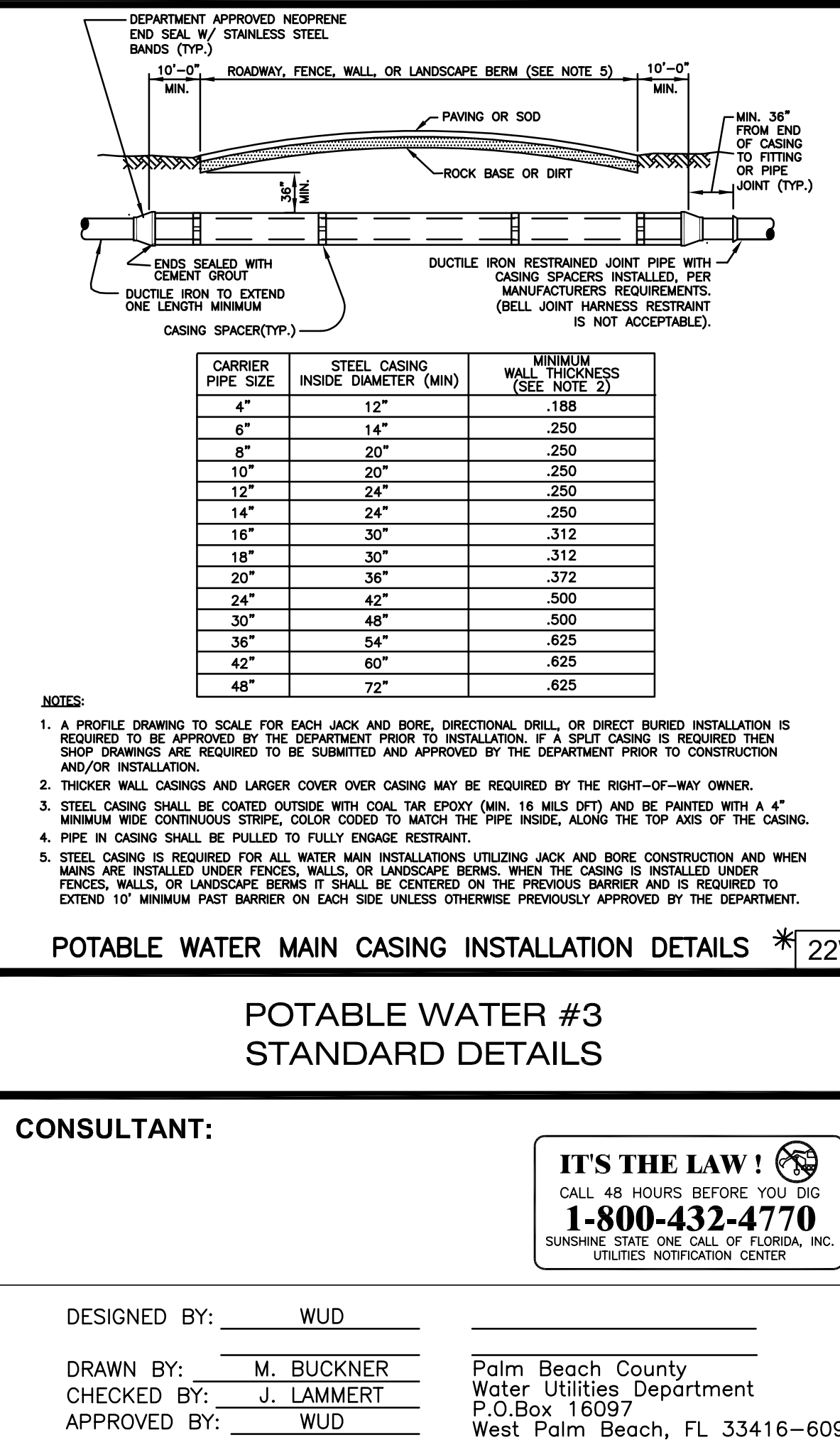
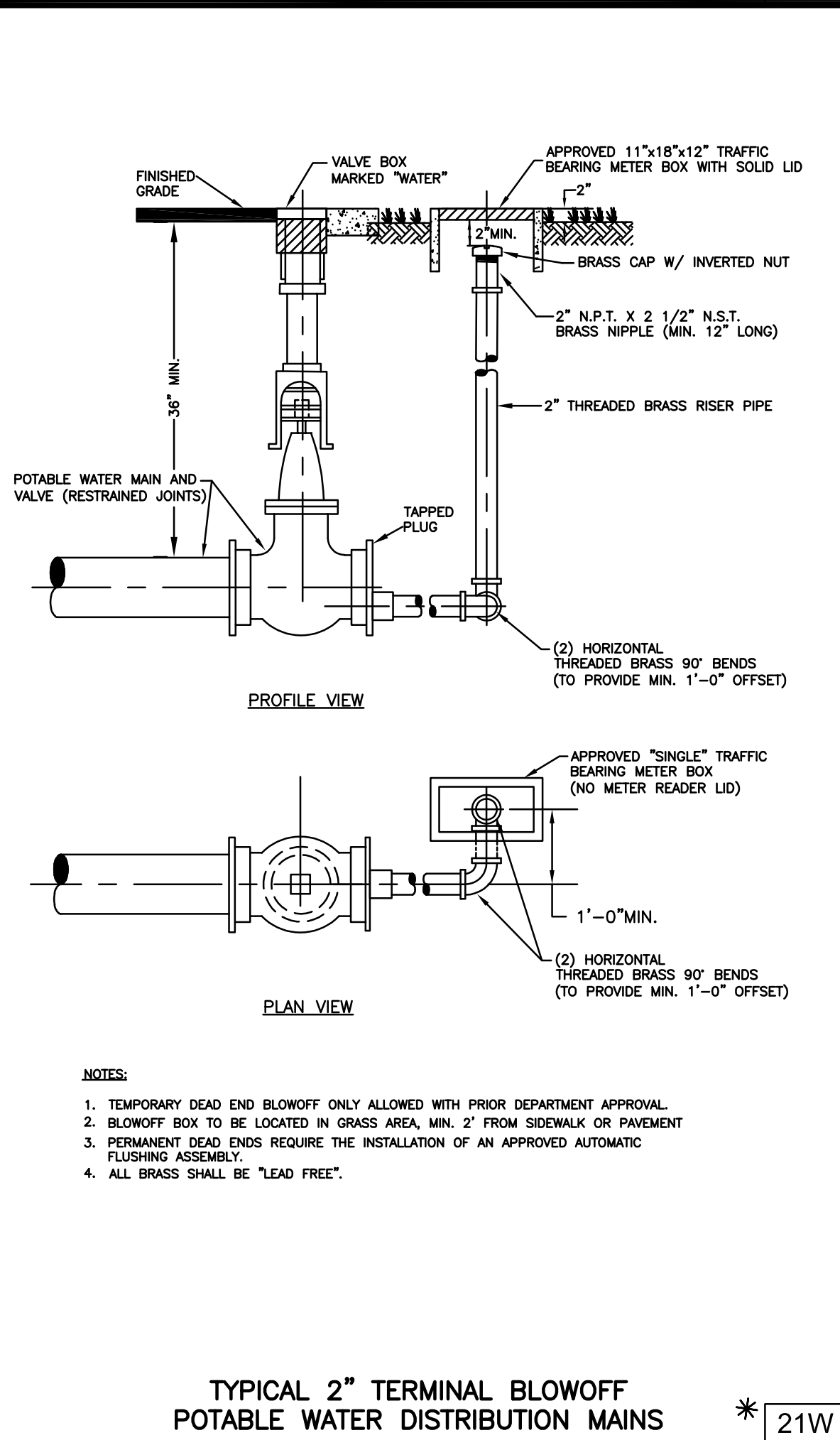
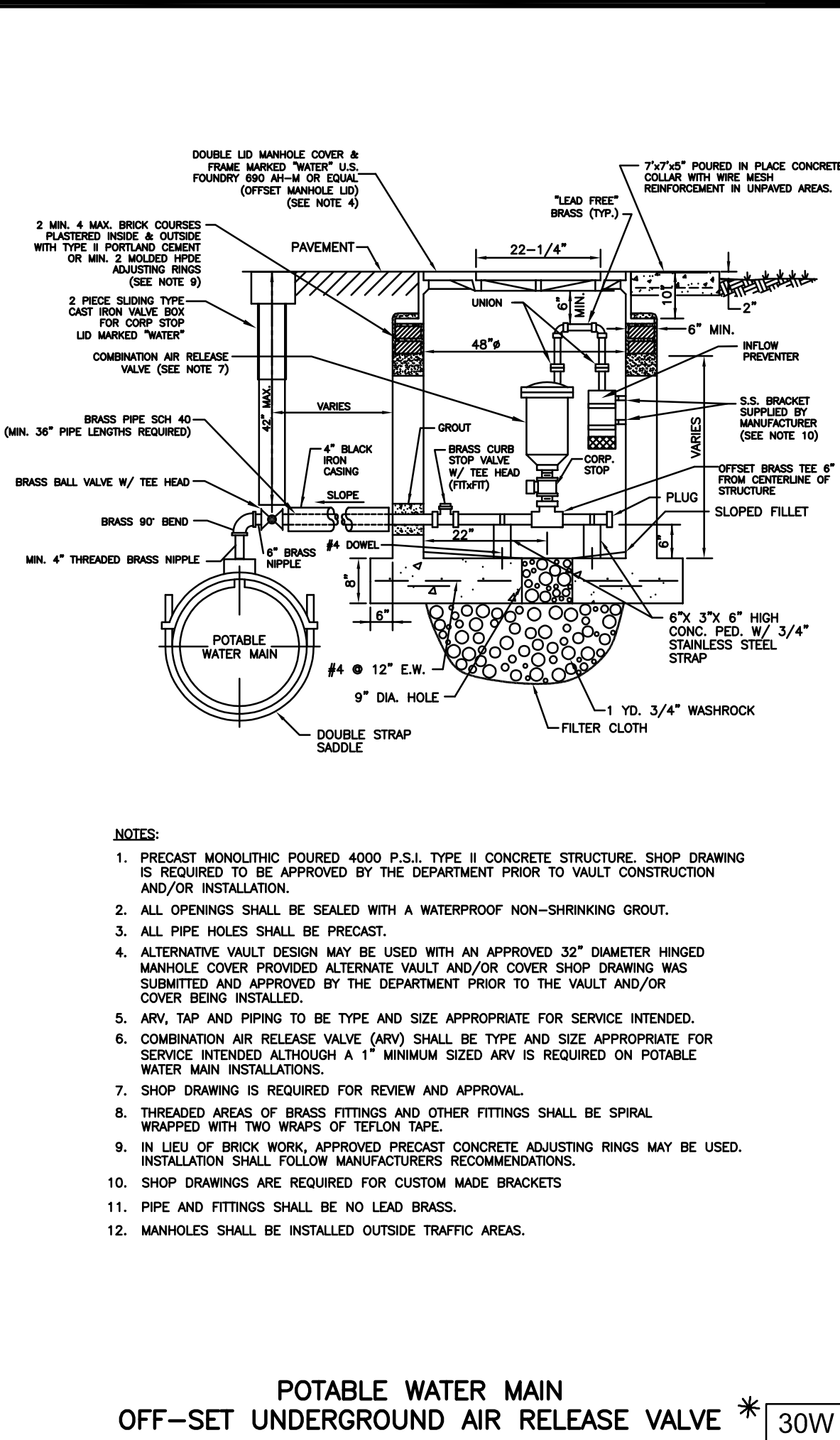
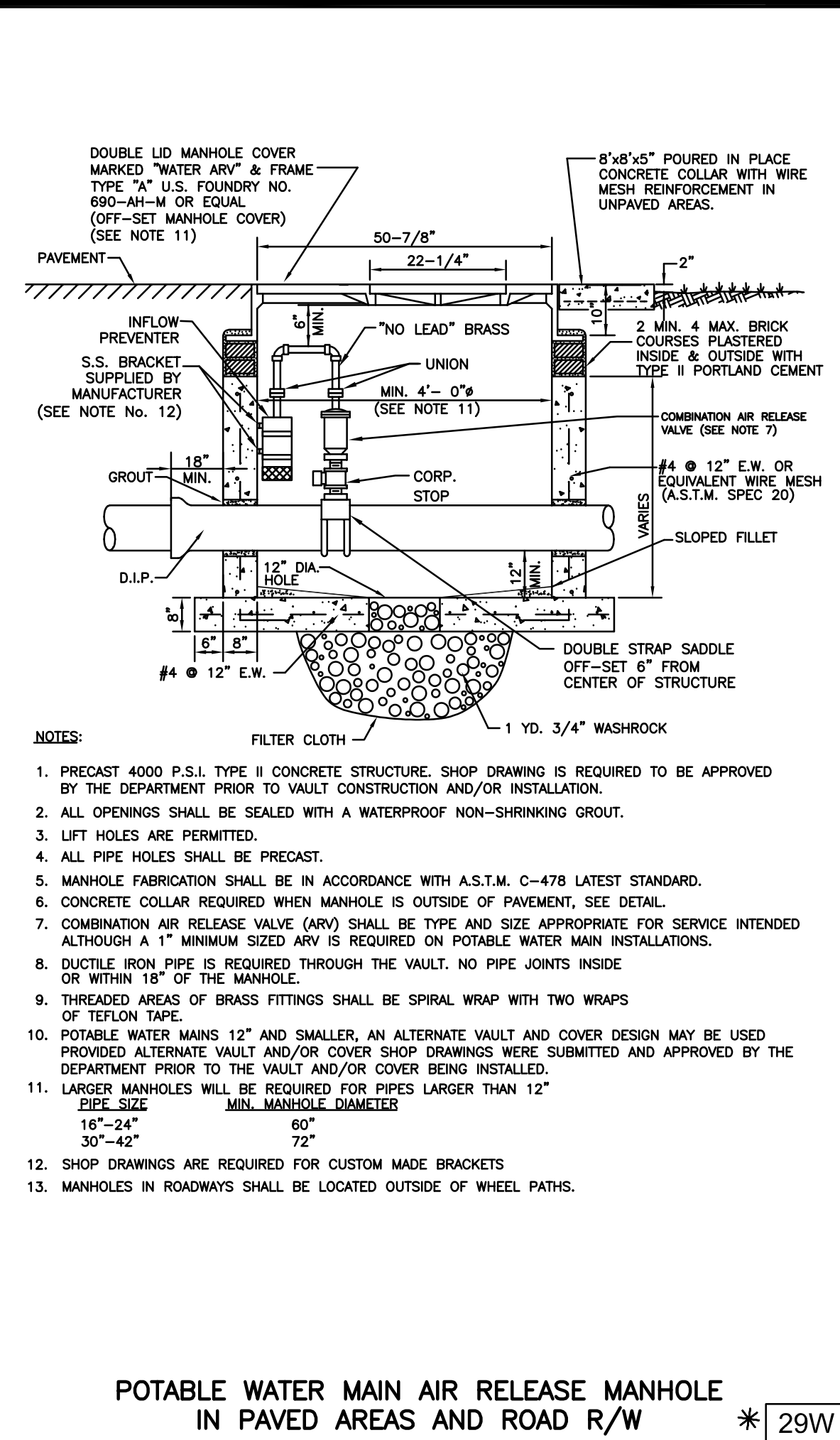
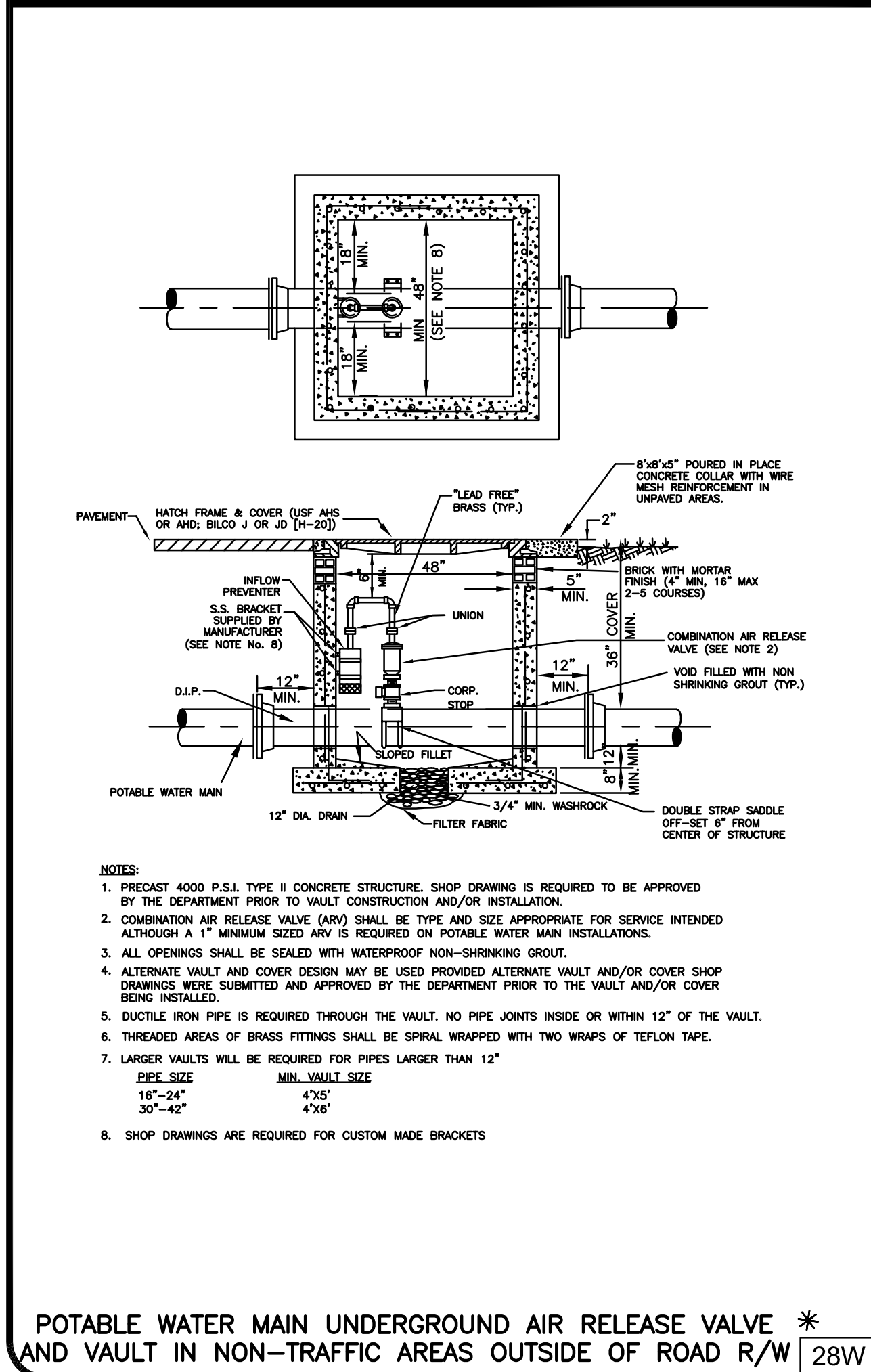
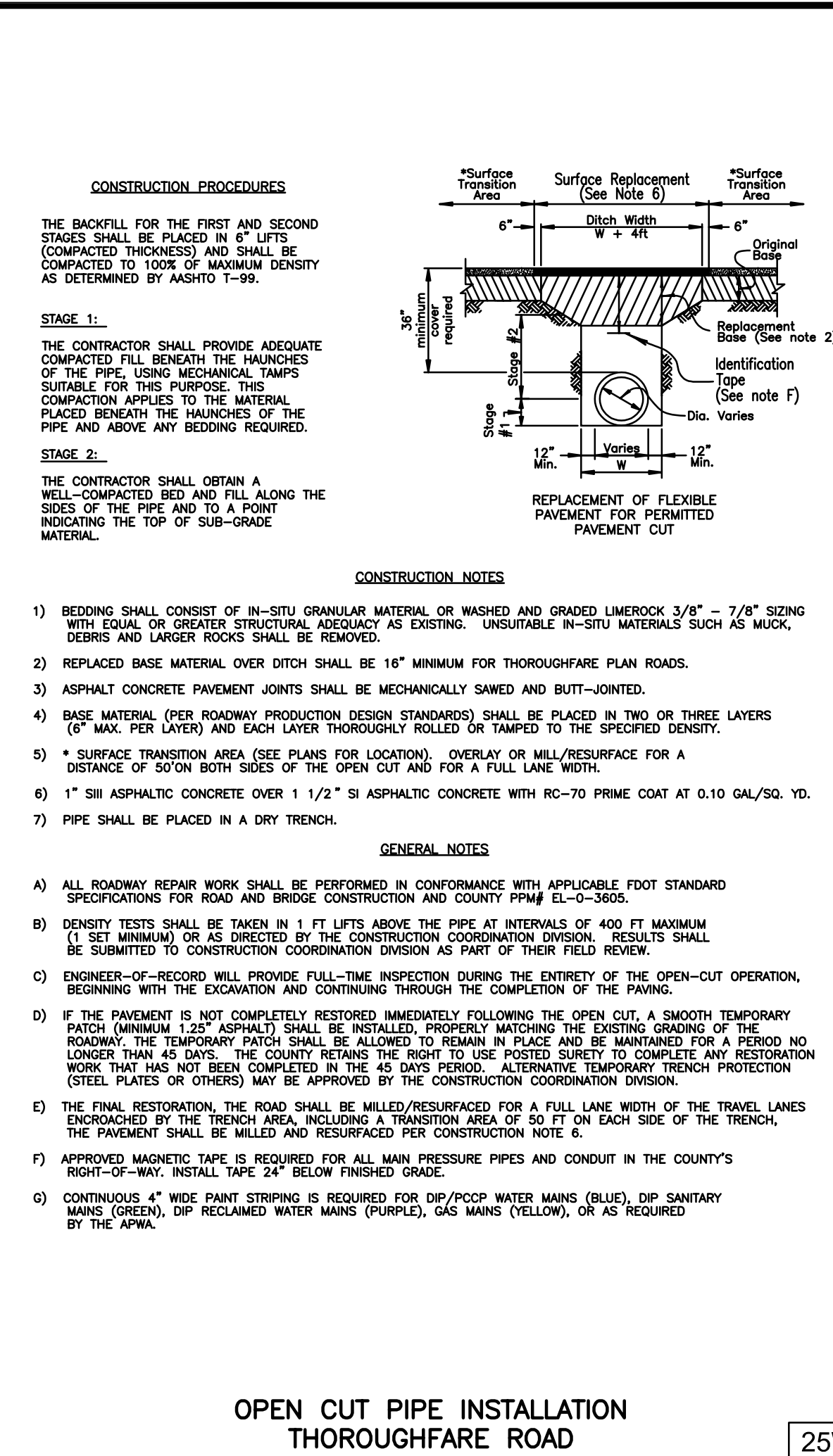
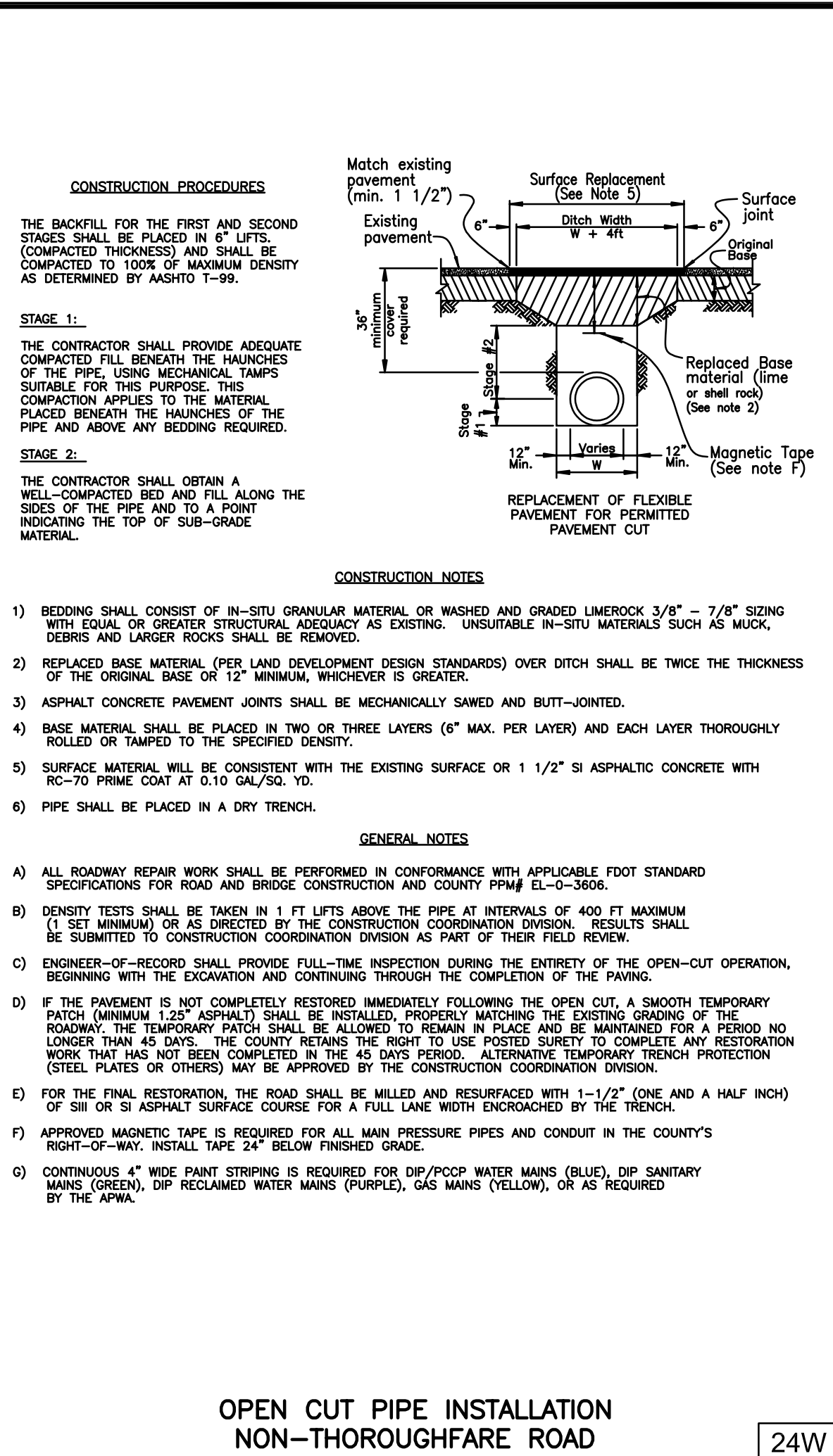
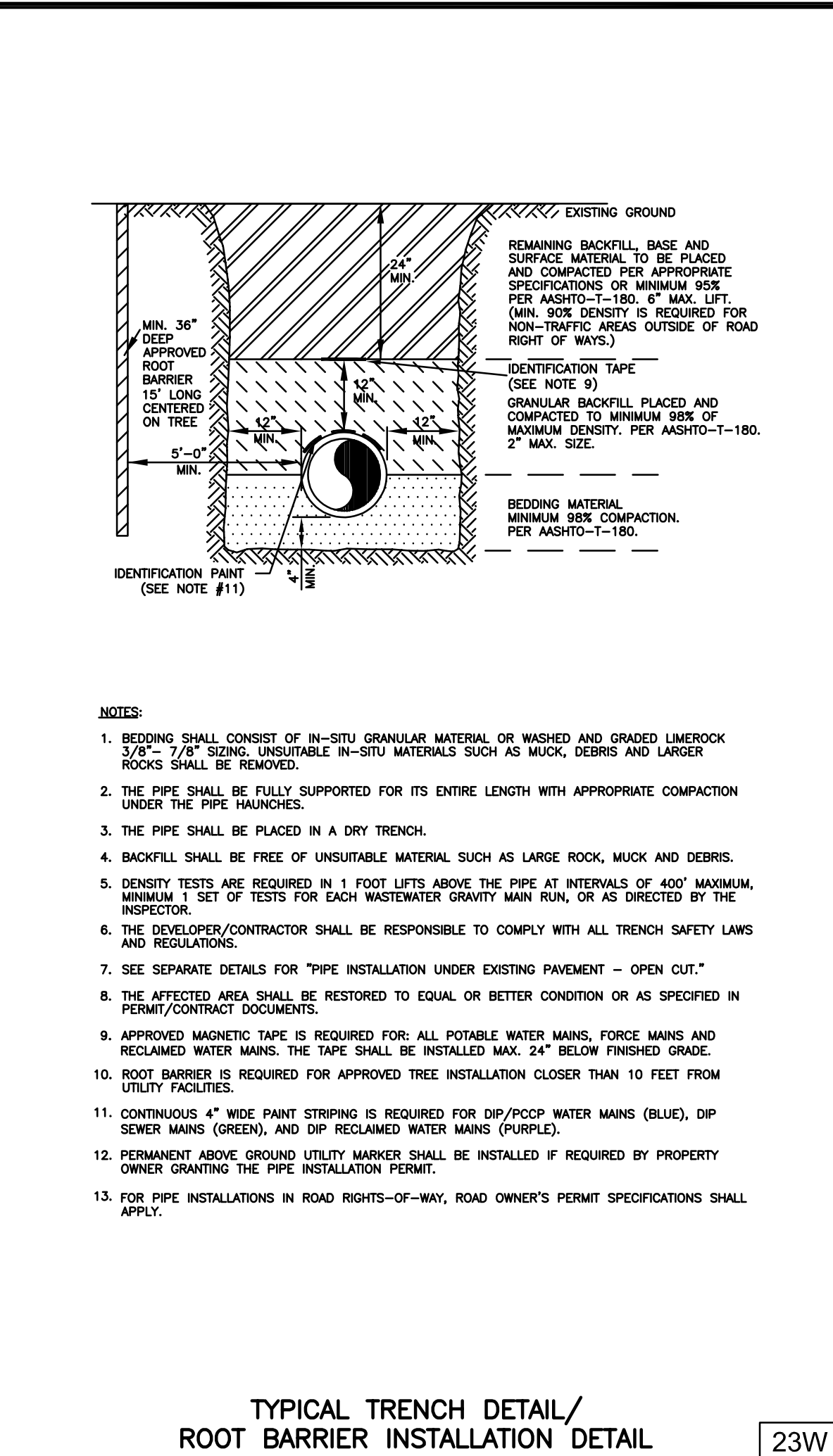
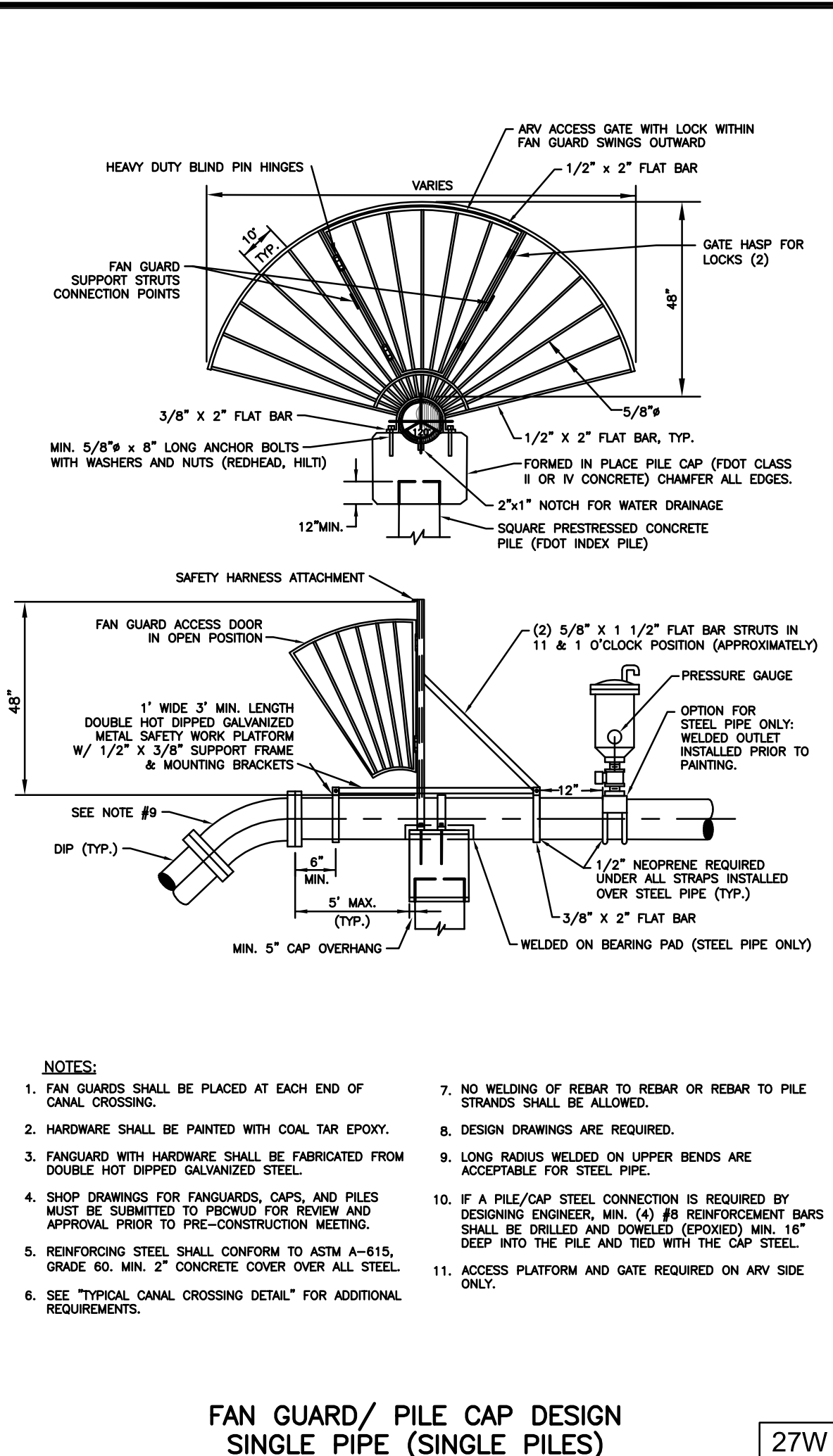
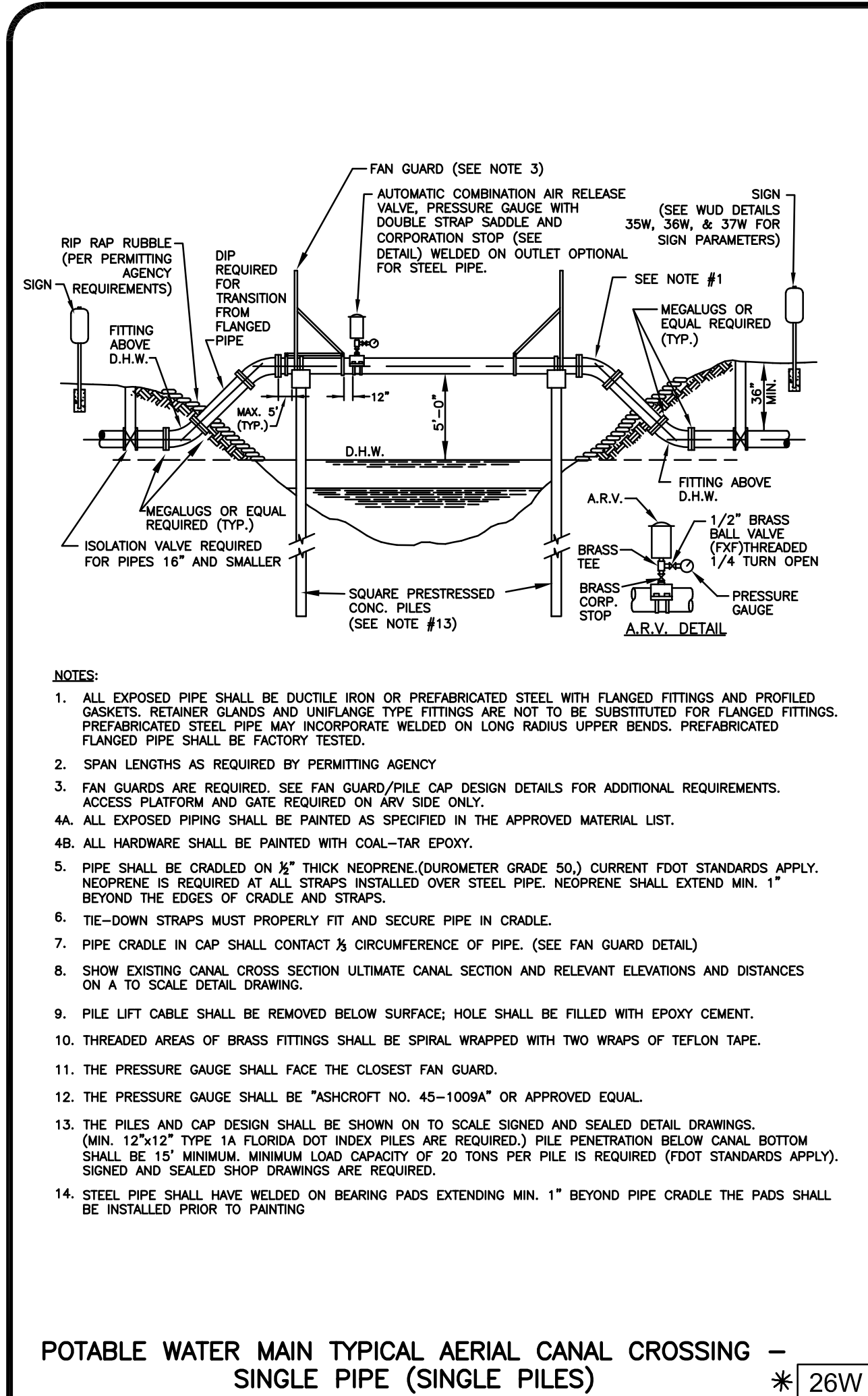
POTABLE WATER SERVICE SINGLE 5/8\"/>

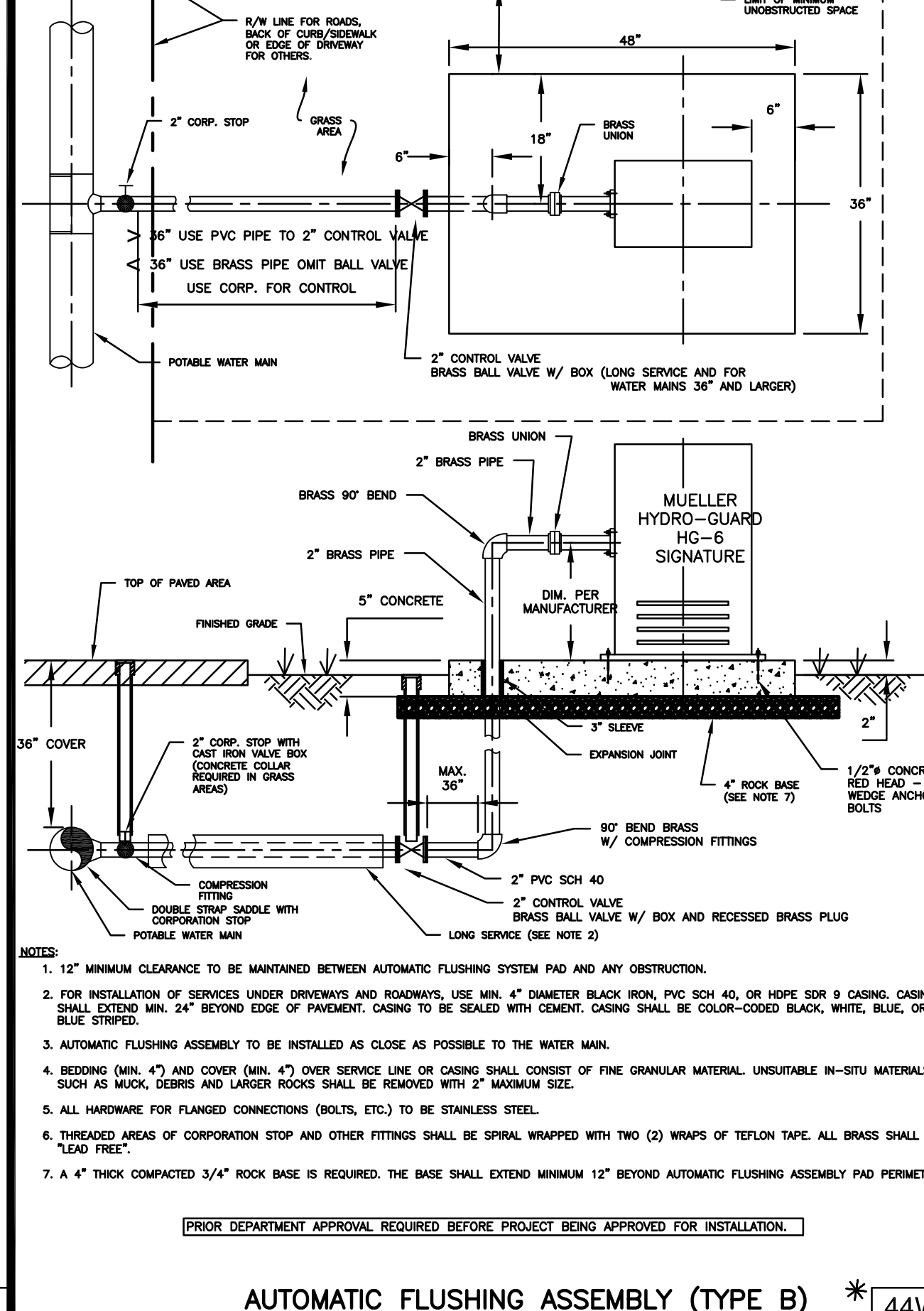
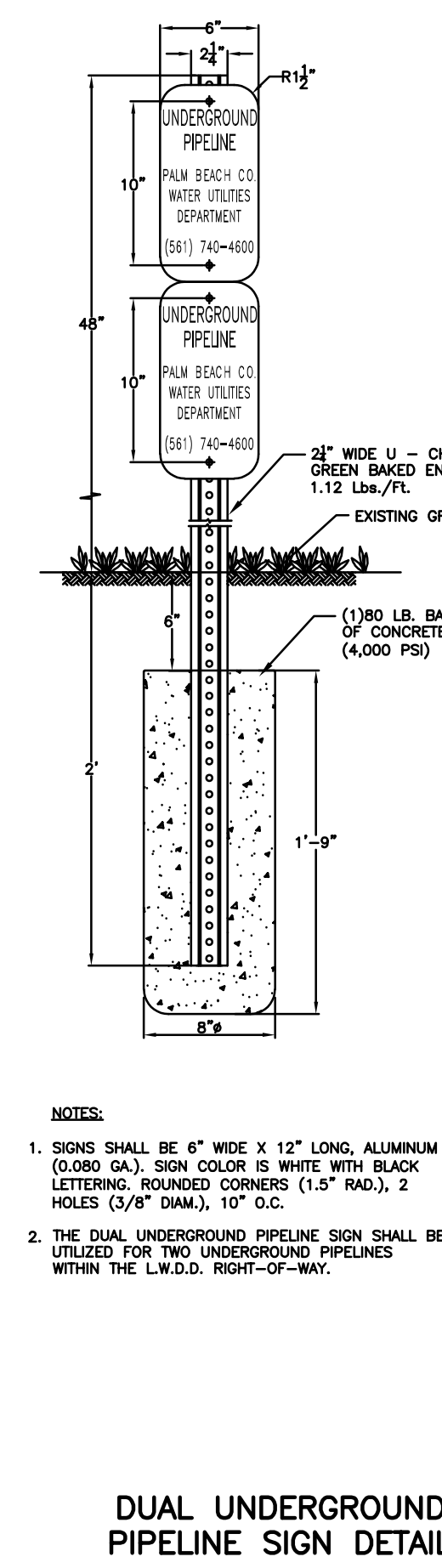
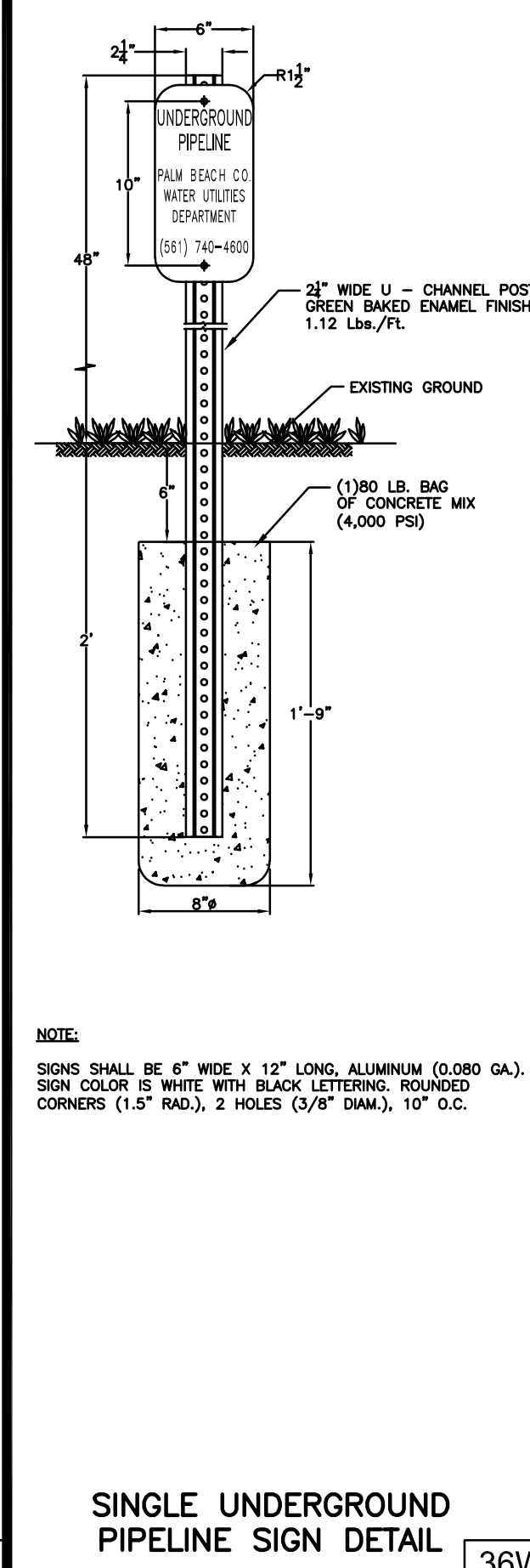
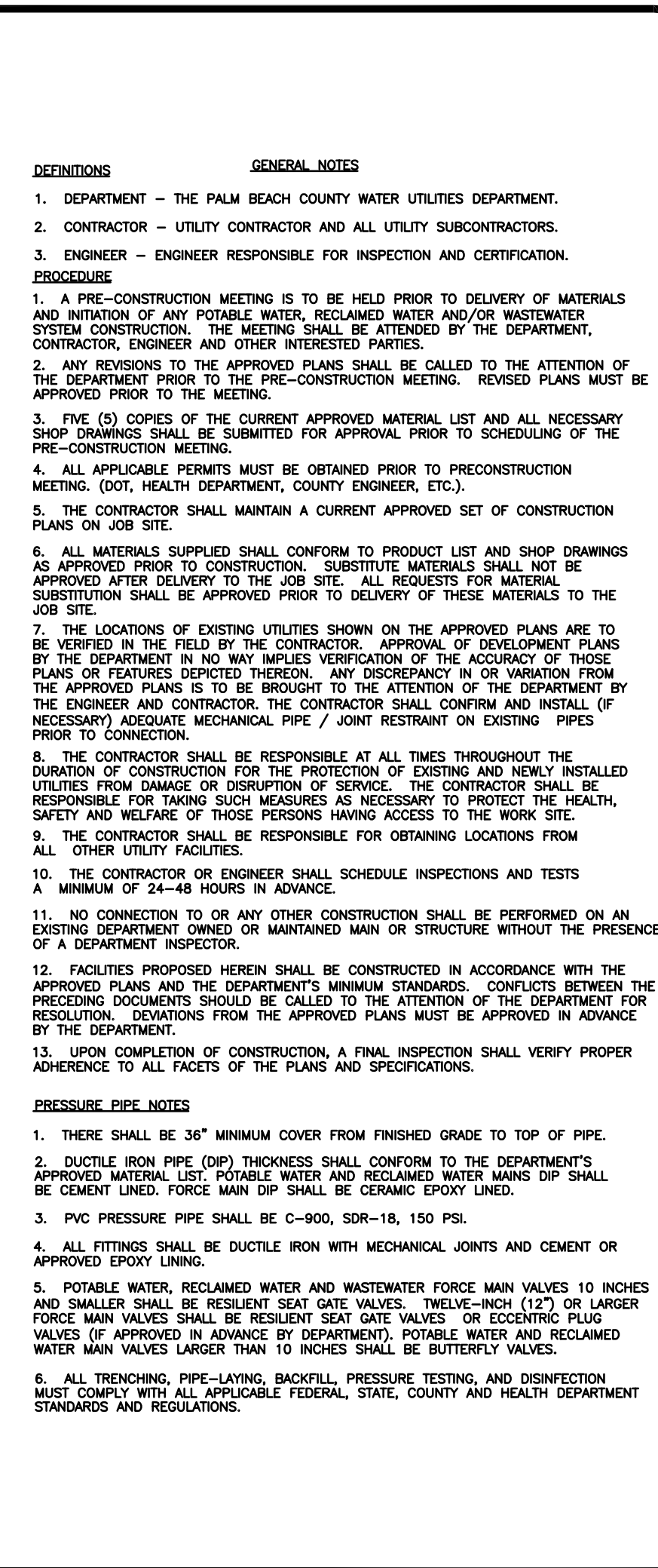
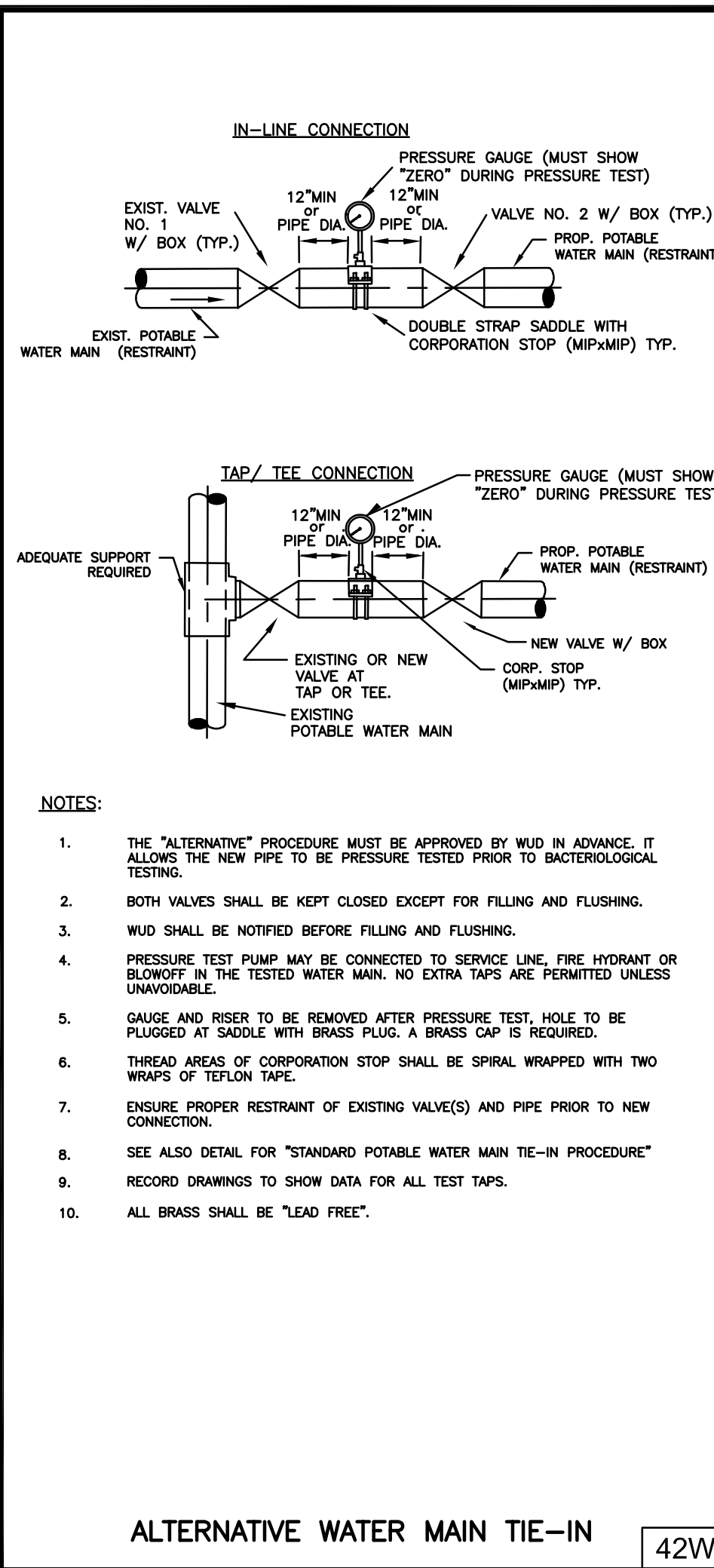
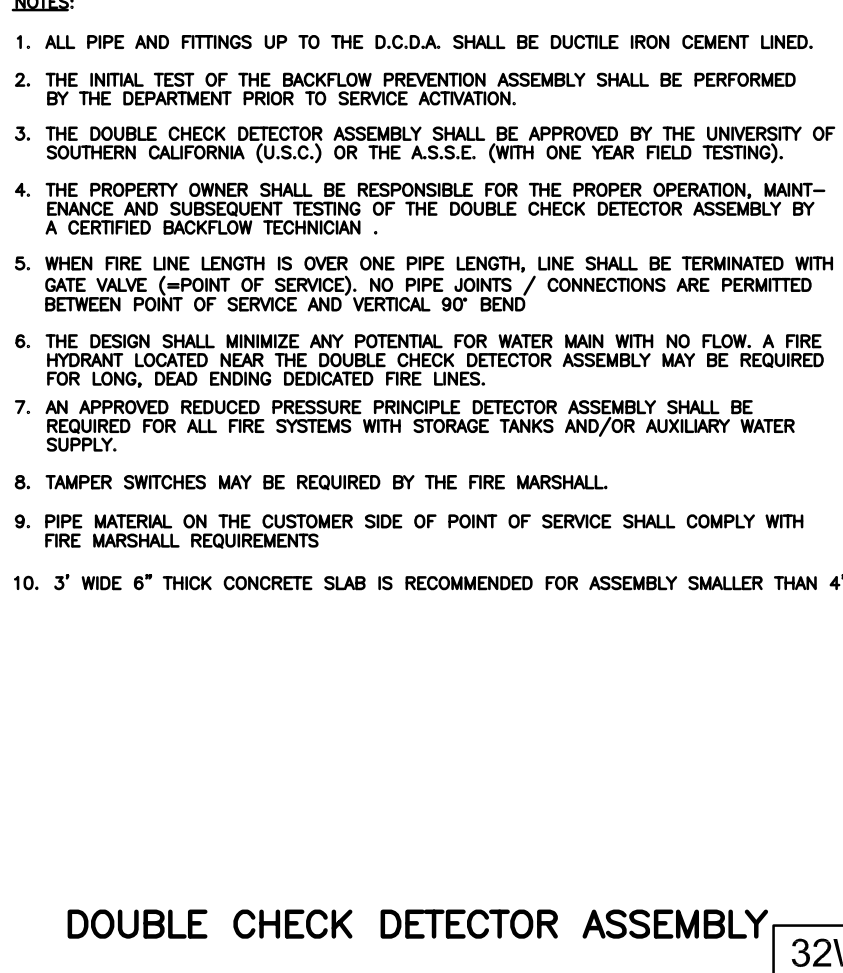
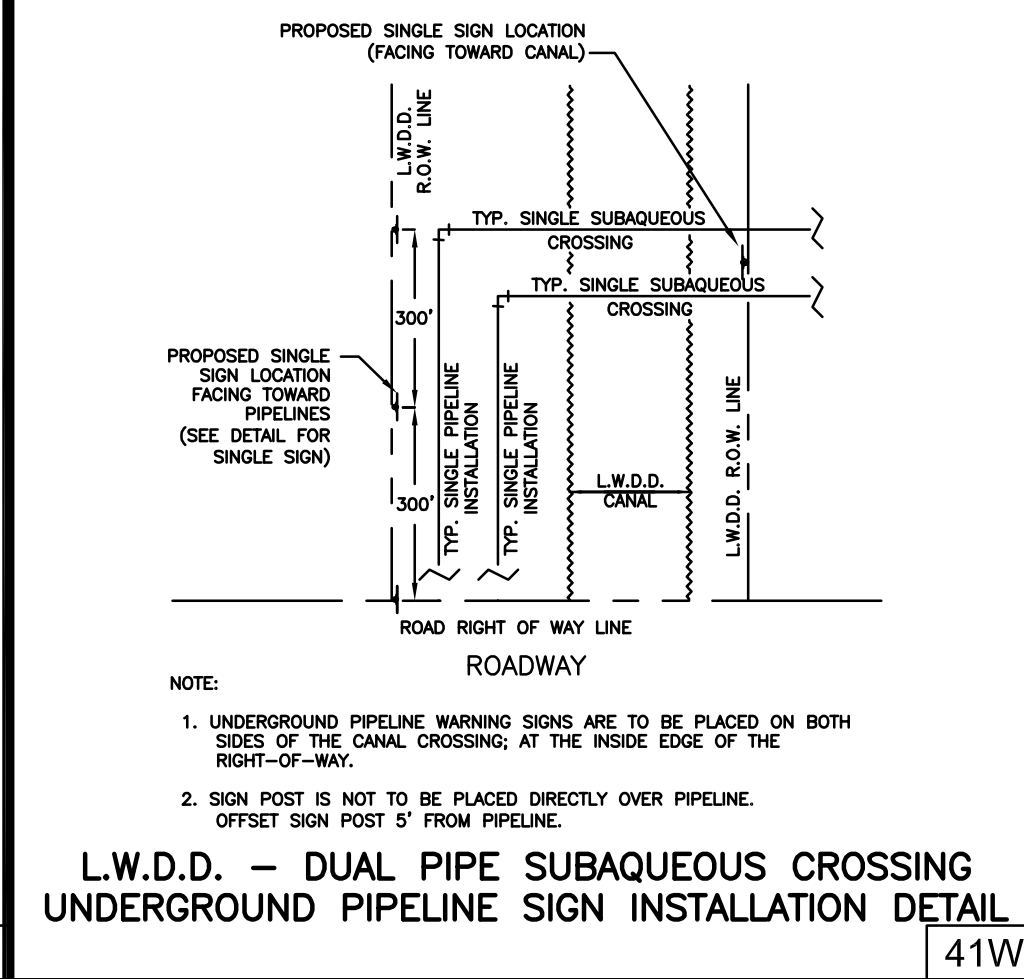
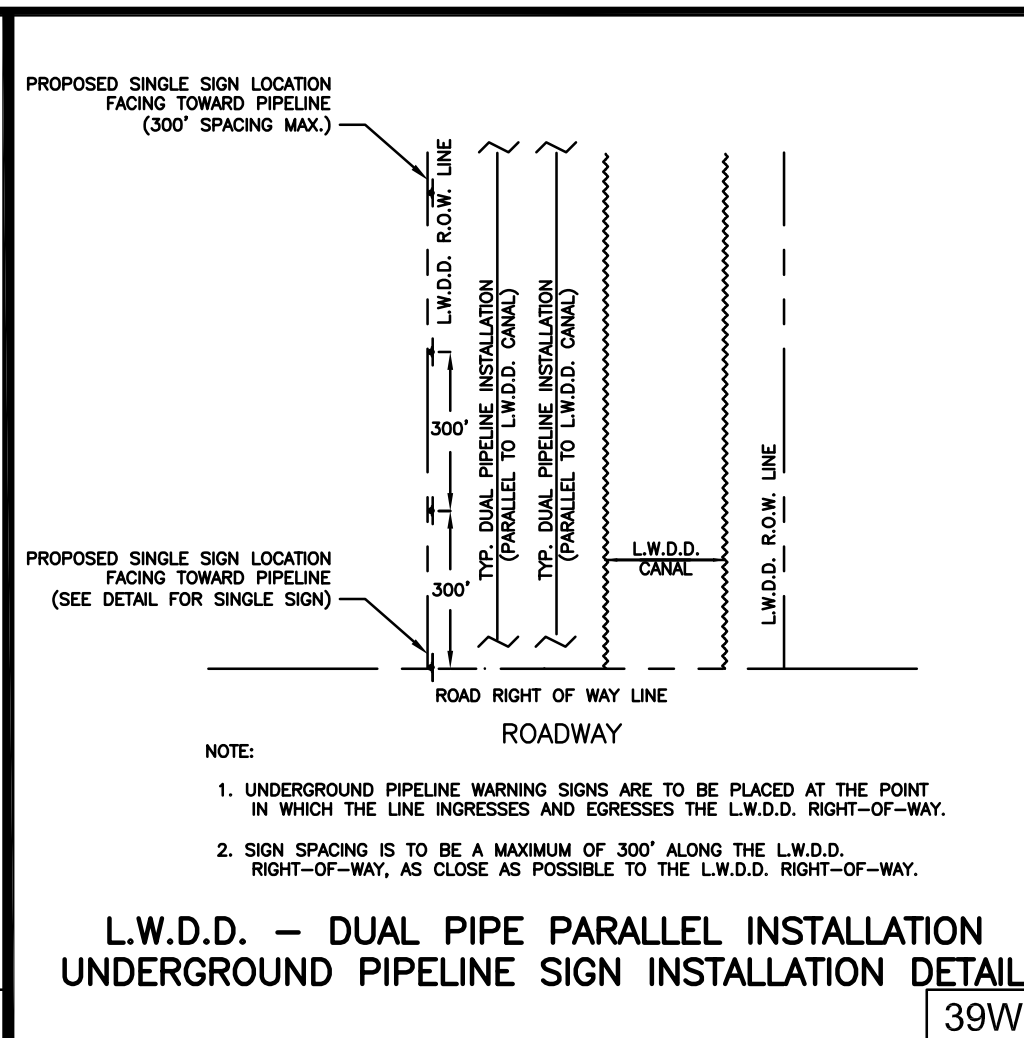
POTABLE WATER SERVICE SINGLE 5/8\"/>

POTABLE WATER SERVICE SINGLE 5/8\"/>

POTABLE WATER SERVICE SINGLE 5/8\"/>





[illegible]

MAXIMUM QUANTITY OF WATER (GALLONS PER HOUR) THAT MAY BE SUPPLIED TO MAINTAIN PRESSURE WITHIN 5 P.S.I. OF THE SPECIFIED TEST PRESSURE
(MECHANICAL OR PUSH-ON JOINT, 18 FT. NOMINAL LENGTHS, PER 1000 FT. OF PIPE)

Avg. Test Pressure PSI	2	3	4	6	8	10	12	14	16	18	20	24	30	36	42	48
150	0.10	0.14	0.18	0.27	0.37	0.46	0.55	0.64	0.73	0.83	0.92	1.10	1.38	1.65	1.93	2.20
200	0.10	0.15	0.21	0.31	0.42	0.53	0.63	0.74	0.84	0.95	1.06	1.27	1.59	1.91	2.22	2.54

$$\text{FORMULA BASIS: } L = \frac{(S \times D \times D)^{1/2}}{148,000} \times 1/2$$

L = MAXIMUM QUANTITY OF WATER TO BE ADDED (GALLONS PER HOUR)
 S = LENGTH OF PIPE TESTED (FEET)
 D = DIAMETER OF PIPE (INCHES)
 P = TEST PRESSURE (P.S.I.)

NOTES:

- TO OBTAIN THE MAXIMUM QUANTITY OF WATER FOR PIPE WITH 20 FT. NOMINAL LENGTHS, MULTIPLY THE QUANTITY CALCULATED FROM THE TABLE BY 0.9.
- THE MAXIMUM QUANTITY OF ADDED WATER FOR A PIPELINE IS CALCULATED BY MULTIPLYING THE QUANTITY PER HOUR AS OBTAINED FROM THE ABOVE TABLE BY THE DURATION OF THE TEST IN HOURS AND BY THE TOTAL LENGTH OF THE LINE BEING TESTED DIVIDED BY 1,000. IF THE LINE UNDER TEST CONTAINS SECTIONS OF VARIOUS DIAMETERS, THE MAXIMUM QUANTITY ADDED WILL BE THE SUM OF THE COMPUTED QUANTITIES FOR EACH SIZE.
- MAXIMUM TEST LENGTH = 2,500 FEET PER SECTION.
- THIS STANDARD SHALL REFLECT ANY REVISION OF A.W.W.A. C-800, HOWEVER, THE MAXIMUM QUANTITY OF WATER ADDED SHALL NOT EXCEED 50% OF THE RECOMMENDED LIMIT PER APPLICABLE A.W.W.A. C-800 STANDARD.
- STANDARD TEST PRESSURE = 150 P.S.I.; 2000 P.S.I. FOR MAINS LARGER THAN 24"
- PRESSURE TEST DURATION TO BE MIN. 2 HOURS.

POTABLE WATER MAIN PRESSURE TEST CRITERIA

POTABLE WATER #4 STANDARD DETAILS

CONSULTANT:

IT'S THE LAW! ☒
 CALL 48 HOURS BEFORE YOU DIAL
1-800-432-4777
SUNSHINE STATE ONE CALL OF FLORIDA,
 UTILITIES NOTIFICATION CENTER

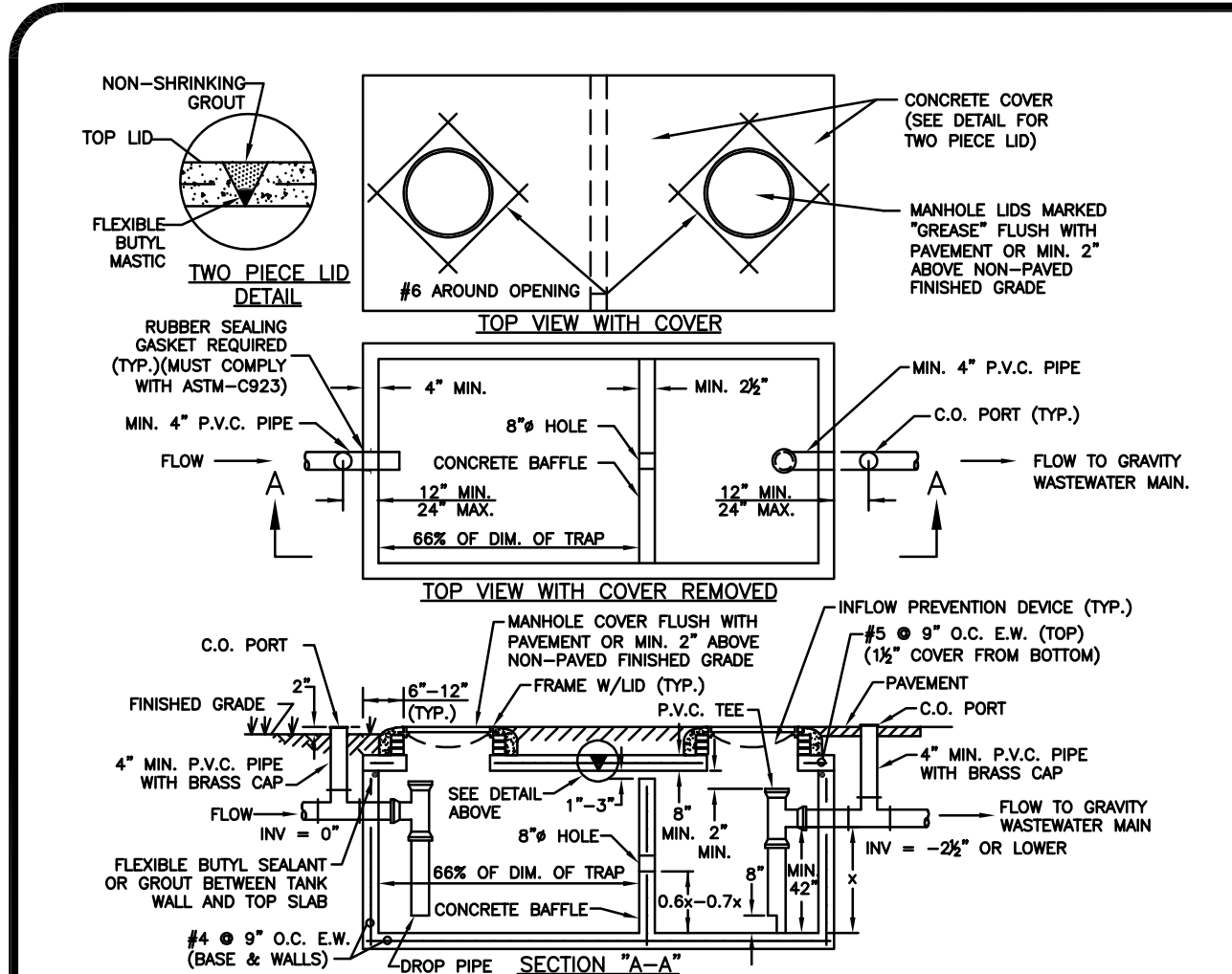
DESIGNED BY: _____ WUD _____

DRAWN BY: _____ M. BUCKNER _____

CHECKED BY: _____ J. LAMBERT _____

APPROVED BY: _____ WUD _____

Palm Beach County
 Water Utilities Department
 P.O.Box 16097
 West Palm Beach, FL 33414

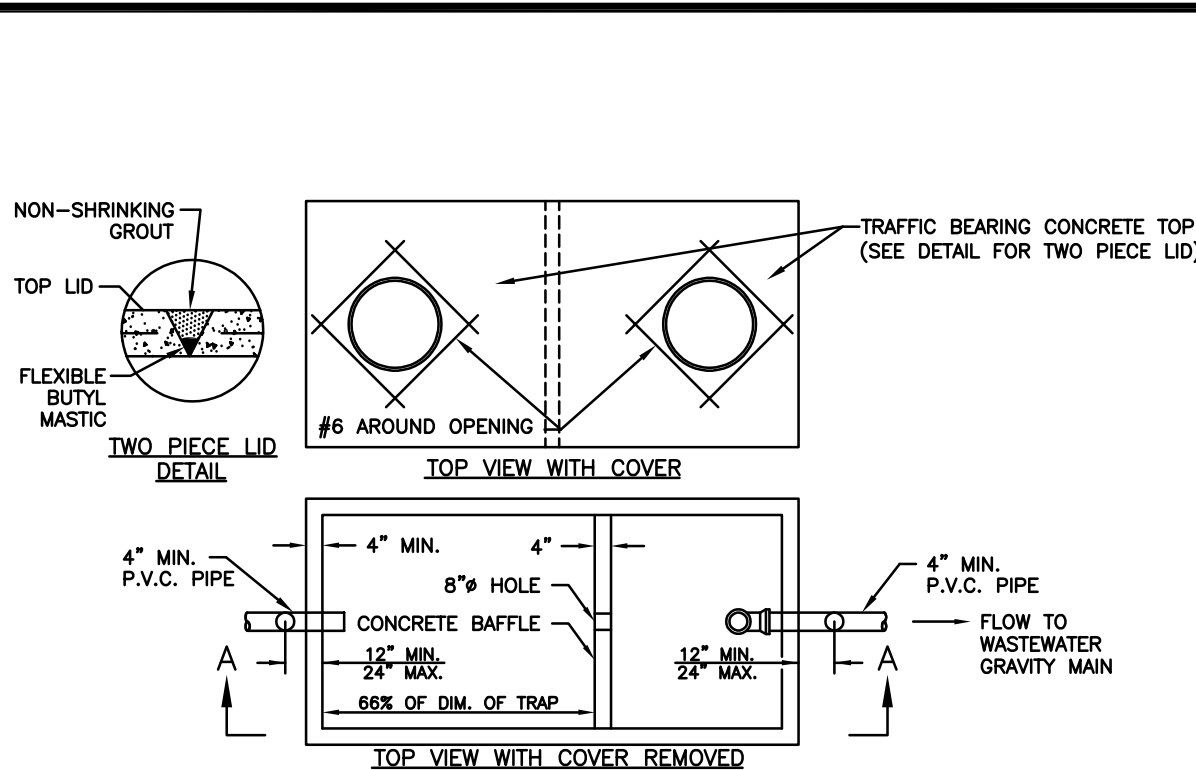


NOTES:

1. OIL/GREASE INTERCEPTOR SHALL BE WATER TIGHT AND SHALL BE BUILT OF PRECAST CONCRETE WHICH HAS A DESIGN COMPRESSIVE STRENGTH OF MINIMUM 3000 PSI AFTER 28 DAYS CURE. THE DESIGN AND CONSTRUCTION MUST CONFORM TO THIS STANDARD AND TO ALL APPLICABLE BUILDING CODES, HEALTH DEPARTMENT REQUIREMENTS AND REGULATIONS, INCLUDING, BUT NOT LIMITED TO CHAPTER 646-6, FLORIDA ADMINISTRATIVE CODE, WALL AND SLAB THICKNESS SHOWN ARE MINIMUMS, AND SHALL BE DETERMINED BY THE OWNER'S ENGINEER. THE CONCRETE BOX SHALL BE MONOLITHIC POURED AND SHALL HAVE A PRECAST HOLE ON EACH END ONLY FOR LATERAL PRECAST HOLES SHALL HAVE CAST-IN BOOTS WHENEVER POSSIBLE. AN ALTERNATIVE TYPE OF INTERCEPTOR OTHER THAN A PRECAST CONCRETE STRUCTURE SHALL BE INSTALLED ONLY WITH PRIOR APPROVAL OF THE DEPARTMENT. PRECAST HOLES SHALL BE SUBMITTED AND APPROVED BY THE DEPARTMENT PRIOR TO THE PRE-CONSTRUCTION MEETING FOR ALL INTERCEPTORS.
2. THE OIL/GREASE INTERCEPTOR SHALL BE USED FOR APPLICATIONS EXCEEDING 25 GPM FLOW RATE, DETERMINED USING THE PLUMBING AND DRAINAGE INSTITUTE (PDI) STANDARD. A DESIGN CALCULATION MUST BE SUBMITTED FOR APPROVAL PRIOR TO THE PRE-CONSTRUCTION MEETING. FOR APPLICATIONS EXCEEDING 25 GPM FLOW RATE (ONE MINUTE FLOW) OR 50 GPM (TWO MINUTE FLOW), AN APPROVED OIL/GREASE TRAP MAY BE USED. OTHER DESIGNS MAY BE CONSIDERED UPON SUBMITTAL AND APPROVAL OF THE DEPARTMENT.
3. INSPECTION PORTS (CLEAN OUTS) ARE REQUIRED TO BE INSTALLED AT EACH END OF ANY TYPE OF INTERCEPTOR WITH PORTS TO REMAIN EASILY ACCESSIBLE FOR UTILITY INSPECTION AND SAMPLING.
4. THE INTERCEPTOR AND CLEAN-OUTS PORT SHALL BE LOCATED OUTSIDE AND IN NON-TRAFFIC AREA WHENEVER POSSIBLE. IF INSTALLED IN A TRAFFIC AREA MINI-MANHOLES ARE REQUIRED ON THE INSPECTION PORTS (CLEAN OUTS). THE SURFACE SURROUNDING THE INTERCEPTOR SHALL BE SLOPED TO DRAIN STORM WATER AWAY FROM THE INTERCEPTOR.
5. THE CAPACITY DETERMINATION FOR THE INTERCEPTOR IS THE RESPONSIBILITY OF THE OWNER/CUSTOMER. THE MINIMUM VOLUME OF ANY GREASE INTERCEPTOR SHALL BE 750 GALLONS AND THE MAXIMUM VOLUME OF A SINGLE GREASE INTERCEPTOR SHALL BE 1250 GALLONS. WHEN THE REQUIRED EFFECTIVE CAPACITY OF THE GREASE INTERCEPTOR IS GREATER THAN 1250 GALLONS, INSTALLATION OF MULTIPLE GREASE INTERCEPTORS IN SERIES IS REQUIRED.
6. NO BATTERY IS REQUIRED IF THERE ARE MULTIPLE GREASE INTERCEPTORS INSTALLED IN SERIES. HOWEVER, CLEANOUT PORTS MUST BE INSTALLED ON EACH END OF EACH INTERCEPTOR.
7. THE PROPERTY OWNER/CUSTOMER SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE INTERCEPTOR.
8. THE GREASE INTERCEPTOR SHALL NOT BE USED FOR THE PURPOSE OF INTERCEPTING SAND AND OIL FROM NON-FOOD HANDLING ESTABLISHMENTS.
9. EACH FACILITY WITH AN OIL/GREASE INTERCEPTOR SHALL HAVE A SEPARATE (NOT SHARED) INTERCEPTOR AND SHALL BE INDIVIDUALLY METERED THROUGH THE DEPARTMENT.
10. A "GREASE TRAP" OR "OIL/GREASE INTERCEPTOR" SHALL BE REQUIRED TO RECEIVE THE DRAINAGE FROM FIXTURES AND EQUIPMENT (SINKS, DISHWASHERS, FLOOR DRAINS, CAN WASH AREAS, ETC.) WITH GREASE LADEN WASTE LOCATED IN COMMERCIAL FOOD PREPARATION AREAS SUCH AS RESTAURANTS, HOTEL KITCHENS, HOSPITALS, SCHOOL KITCHENS, BARS, FACTORY CATERING, CLUBS, ETC.
11. THE "GREASE TRAP" OR "OIL/GREASE INTERCEPTOR" SHALL BE LOCATED AS CLOSE AS PRACTICALLY POSSIBLE TO THE FIXTURES AND EQUIPMENT GENERATING GREASE.
12. A "SOLIDS INTERCEPTOR" SHALL BE CONSIDERED TO BE INSTALLED UPSTREAM OF A "GREASE TRAP" WHERE SUBSTANTIAL AMOUNT OF SOLIDS FROM FOOD GRINDERS, DISPOSALS MAY BE PRESENT.
13. MANHOLE COVER SHALL BE MACHINED TO ACCEPT INFLOW PROTECTOR.

OIL/ GREASE INTERCEPTOR

* 1S

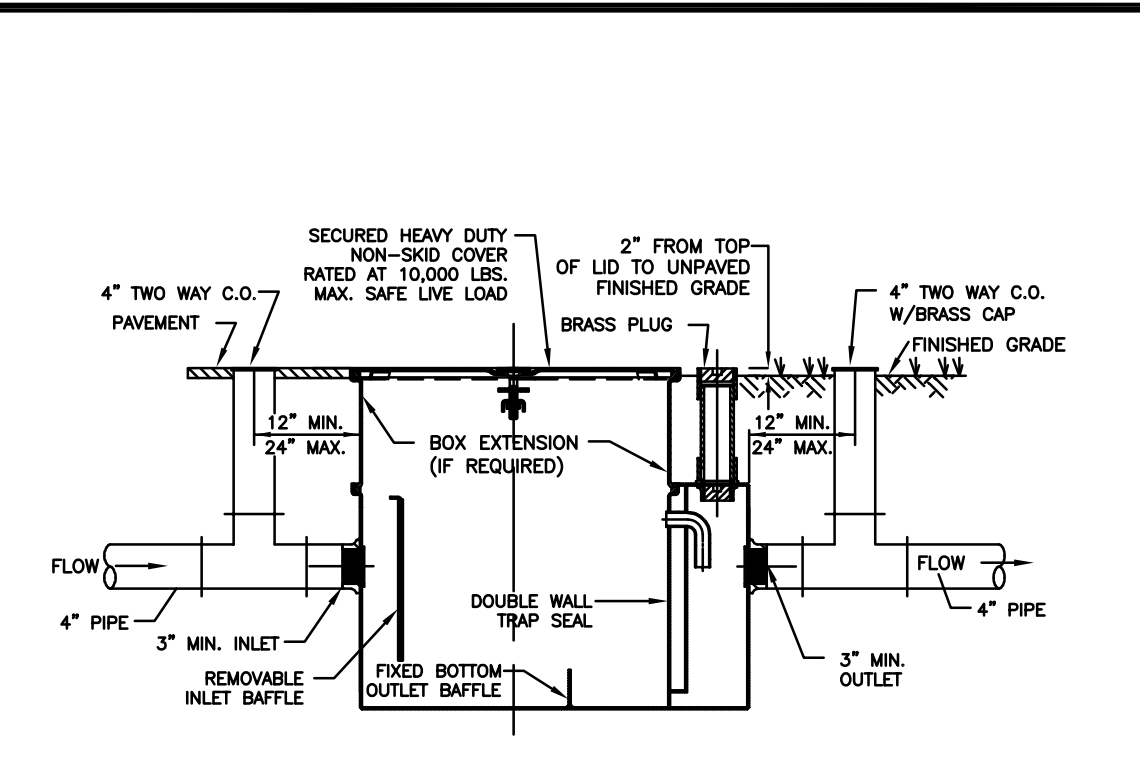


NOTES:

1. SAND/OIL INTERCEPTORS SHALL BE WATER TIGHT AND SHALL BE BUILT OF PRECAST CONCRETE WHICH HAS A DESIGN COMPRESSIVE STRENGTH OF MINIMUM 3000 PSI AFTER 28 DAYS CURE. THE DESIGN AND CONSTRUCTION MUST CONFORM TO THIS STANDARD AND TO ALL APPLICABLE BUILDING CODES, HEALTH DEPARTMENT REQUIREMENTS AND REGULATIONS, INCLUDING, BUT NOT LIMITED TO CHAPTER 646-6, FLORIDA ADMINISTRATIVE CODE, WALL AND SLAB THICKNESS SHOWN ARE MINIMUMS, AND SHALL BE DETERMINED BY THE OWNER'S ENGINEER. THE CONCRETE BOX SHALL BE MONOLITHIC POURED AND SHALL HAVE A PRECAST HOLE ON EACH END ONLY FOR LATERAL PRECAST HOLES SHALL HAVE CAST-IN BOOTS WHENEVER POSSIBLE.
2. AN ALTERNATIVE TYPE OF INTERCEPTOR STRUCTURE MAY BE INSTALLED ONLY WITH PRIOR APPROVAL OF THE DEPARTMENT. PRECAST HOLES SHALL BE SUBMITTED AND APPROVED BY THE DEPARTMENT PRIOR TO THE PRE-CONSTRUCTION MEETING FOR ALL INTERCEPTORS.
3. INSPECTION PORTS (CLEAN OUTS) ARE REQUIRED TO BE INSTALLED AT EACH END OF ANY TYPE OF INTERCEPTOR WITH PORTS TO REMAIN EASILY ACCESSIBLE FOR UTILITY INSPECTION AND SAMPLING.
4. THE INTERCEPTOR SHALL BE LOCATED IN GRASS AREA/NON-TRAFFIC AREA WHENEVER POSSIBLE. THE SURFACE SURROUNDING THE INTERCEPTOR SHALL BE SLOPED TO DRAIN STORM WATER AWAY FROM THE INTERCEPTOR.
5. THE CAPACITY DETERMINATION FOR THE INTERCEPTOR IS THE RESPONSIBILITY OF THE OWNER/CUSTOMER. THE MINIMUM VOLUME OF A SAND/OIL INTERCEPTOR SHALL BE 750 GALLONS. WHEN THE REQUIRED EFFECTIVE CAPACITY OF THE SAND/OIL INTERCEPTOR IS GREATER THAN 750 GALLONS, INSTALLATION OF SINGLE COMPARTMENT SAND/OIL INTERCEPTORS IN SERIES IS REQUIRED.
6. THE PROPERTY OWNER/CUSTOMER SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE INTERCEPTOR.
7. SAND/OIL INTERCEPTOR SHALL NOT BE USED FOR THE PURPOSE OF INTERCEPTING GREASE FROM FOOD HANDLING ESTABLISHMENTS.
8. EACH FACILITY REQUIRED TO HAVE A SAND/OIL INTERCEPTOR SHALL HAVE A SEPARATE INTERCEPTOR AND SHALL BE INDIVIDUALLY METERED THROUGH THE DEPARTMENT.
9. MANHOLE LIDS SHALL BE MACHINED TO ACCEPT INFLOW PROTECTOR.

SAND/ OIL INTERCEPTOR

* 2S



NOTES:

1. THE GREASE TRAP SHALL BE WATER TIGHT AND GAS TIGHT AND SHALL BE FABRICATED FROM STEEL, ACID RESISTANT COATED INTERIOR AND EXTERIOR.
2. THE GREASE TRAP SHALL BE CERTIFIED AND TAGGED BY THE SEAL OF THE PLUMBING AND DRAINAGE INSTITUTE (PDI), AND PDI RATED AT 50 GPM FLOW RATE AND 100 LBS. GREASE CAPACITY. THE GREASE TRAP SIZE, DESIGN AND INSTALLATION MUST COMPLY OR EXCEED THE APPLICABLE BUILDING CODES AND REGULATIONS.
3. THE GREASE TRAP MAY BE USED IF AN OIL/GREASE INTERCEPTOR IS NOT REQUIRED AND ONLY FOR APPLICATIONS UP TO 25 GPM FLOW RATE (ONE MINUTE FLOW) OR 50 GPM (TWO MINUTE FLOW), DETERMINED USING THE PDI 0101 STANDARD. FOR HIGHER FLOW RATES OR GREASE CAPACITY GREATER THAN 50 LBS., AN APPROVED "OIL/GREASE INTERCEPTOR" WILL BE REQUIRED. A DESIGN CALCULATION SHALL BE SUBMITTED FOR APPROVAL WITH A SHOP DRAWING PRIOR TO PRE-CONSTRUCTION MEETING. THE SHOP DRAWING SHALL BE SIGNED BY THE DESIGNING ENGINEER AND BY THE CONTRACTOR. THE PROJECT NAME WITH STREET ADDRESS OF THE FACILITY (IF AVAILABLE) SHALL BE SHOWN ON THE SHOP DRAWING. OTHER DESIGNS MAY BE USED UPON APPROVAL OF SHOP DRAWINGS.
4. THE GREASE TRAP SHALL BE LOCATED OUTDOORS, EASY ACCESSIBLE FOR MAINTENANCE AND SAMPLING, PREFERABLY IN GRASS AREA, NOT IN TRAFFIC AREA, PARKING SPACES OR SIDEWALKS. THE SURFACE SURROUNDING THE GREASE TRAP SHALL BE SLOPED TO DRAIN STORM WATER AWAY FROM THE GREASE TRAP.
5. THE GREASE TRAP SHALL NOT BE USED FOR THE PURPOSE OF INTERCEPTING SAND AND OIL FROM NON-FOOD HANDLING ESTABLISHMENTS.
6. THE PROPERTY OWNER/CUSTOMER SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE GREASE TRAP.
7. EACH FACILITY WITH A GREASE TRAP SHALL BE INDIVIDUALLY METERED THROUGH THE DEPARTMENT.
8. EACH FACILITY WHICH IS REQUIRED TO INSTALL A GREASE TRAP SHALL HAVE A SEPARATE (NOT SHARED) GREASE TRAP.
9. INSPECTION PORTS (CLEAN OUTS) ARE REQUIRED TO BE INSTALLED AT EACH END OF ANY TYPE OF INTERCEPTOR WITH PORTS TO REMAIN EASILY ACCESSIBLE FOR UTILITY INSPECTION AND SAMPLING.
10. A "GREASE TRAP" OR "OIL/GREASE INTERCEPTOR" SHALL BE REQUIRED TO RECEIVE THE DRAINAGE FROM FIXTURES AND EQUIPMENT (SINKS, DISHWASHERS, FLOOR DRAINS, CAN WASH AREAS, ETC.) WITH GREASE LADEN WASTE LOCATED IN COMMERCIAL FOOD PREPARATION AREAS SUCH AS RESTAURANTS, HOTEL KITCHENS, HOSPITALS, SCHOOL KITCHENS, BARS, FACTORY CATERING, CLUBS, ETC.
11. THE "GREASE TRAP" OR "OIL/GREASE INTERCEPTOR" SHALL BE LOCATED AS CLOSE AS PRACTICALLY POSSIBLE TO THE FIXTURES AND EQUIPMENT GENERATING GREASE.
12. GREASE TRAPS SHALL BE EQUIPPED WITH DEVICES TO CONTROL THE RATE OF FLOW, SO THE RATE OF THE FLOW DO NOT EXCEED 25 GPM. THE FLOW CONTROL DEVICE SHALL BE INSTALLED IN ACCORDANCE WITH THE CODE AND MANUFACTURER'S INSTRUCTIONS.
13. A "SOLIDS INTERCEPTOR" SHALL BE CONSIDERED TO BE INSTALLED UPSTREAM OF A "GREASE TRAP" WHERE SUBSTANTIAL AMOUNT OF SOLIDS FROM FOOD GRINDERS, DISPOSALS MAY BE PRESENT.

GREASE TRAP

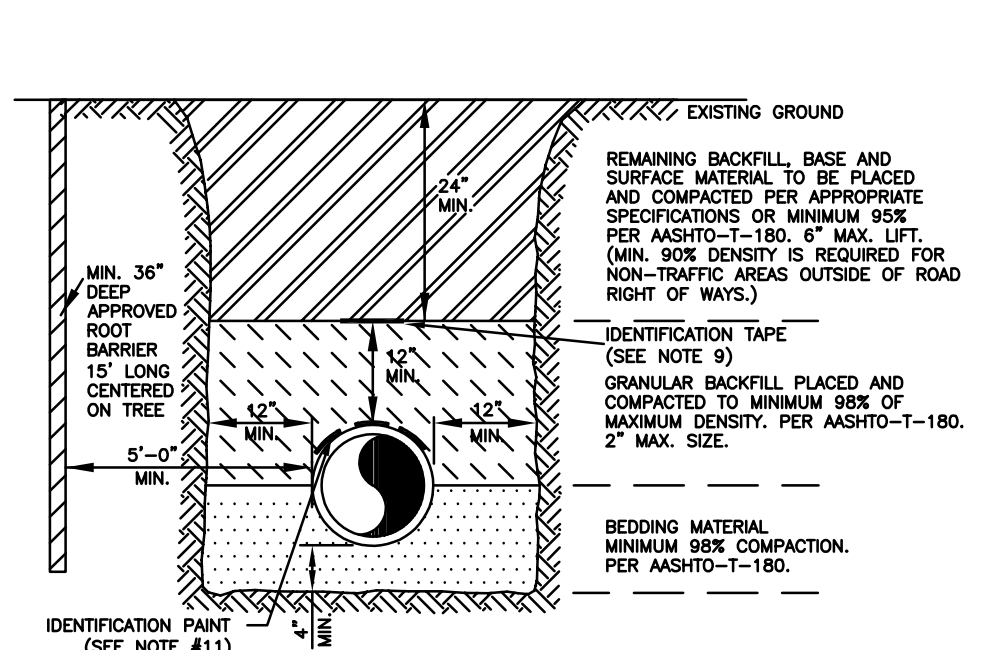
* 3S

POTABLE WATER MAIN, WASTEWATER MAIN, AND STORM SEWER CONFLICT

4S

POTABLE WATER MAIN/FORCE MAIN PRESSURE PIPE CONFLICT

5S

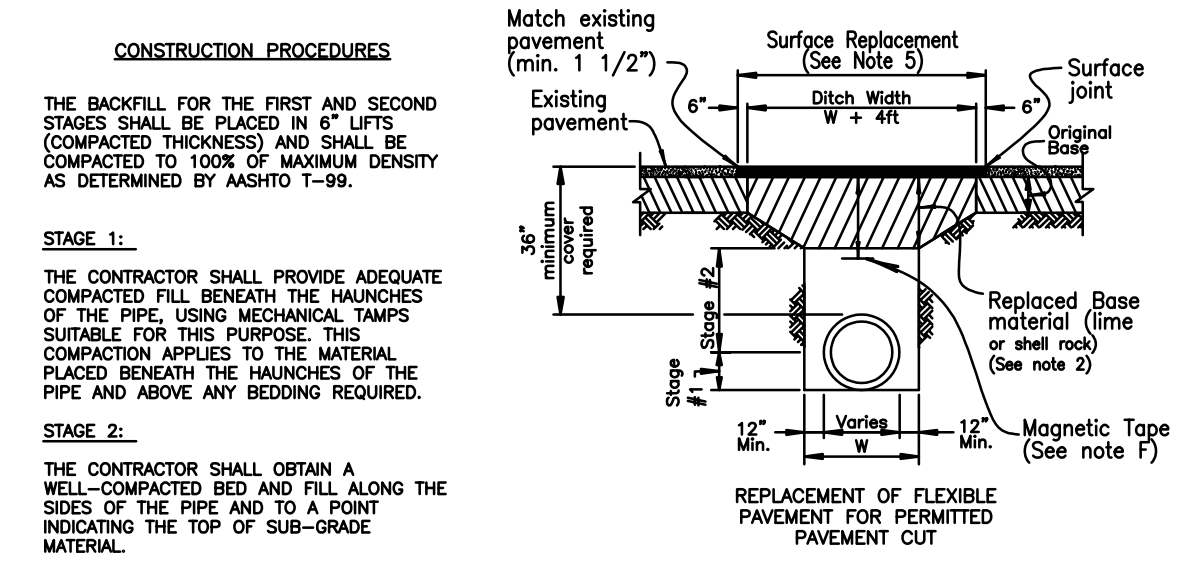


NOTES:

1. BEDDING SHALL CONSIST OF IN-SITU GRANULAR MATERIAL OR WASHED AND GRADED LIME ROCK 3/8" - 7/8" SIZING. UNSUITABLE IN-SITU MATERIALS SUCH AS MUCK, DEBRIS AND LARGER ROCKS SHALL BE REMOVED.
2. THE PIPE SHALL BE FULLY SUPPORTED FOR ITS ENTIRE LENGTH WITH APPROPRIATE COMPACTION UNDER THE PIPE HAUNCHES.
3. THE PIPE SHALL BE PLACED IN A DRY TRENCH.
4. BACKFILL SHALL BE FREE OF UNSUITABLE MATERIAL SUCH AS LARGE ROCK, MUCK AND DEBRIS.
5. DENSITY TESTS ARE REQUIRED IN 1 FOOT LIFTS ABOVE THE PIPE AT INTERVALS OF 400' MAXIMUM. MINIMUM 1 SET OF TESTS FOR EACH WASTEWATER GRAVITY MAIN RUN, OR AS DIRECTED BY THE INSPECTOR.
6. THE DEVELOPER/CONTRACTOR SHALL BE RESPONSIBLE TO COMPLY WITH ALL TRENCH SAFETY LAWS AND REGULATIONS.
7. SEE SEPARATE DETAILS FOR "PIPE INSTALLATION UNDER EXISTING PAVEMENT - OPEN CUT".
8. THE AFFECTED AREA SHALL BE RESTORED TO EQUAL OR BETTER CONDITION OR AS SPECIFIED IN PERMIT/CONTRACT DOCUMENTS.
9. APPROVED MAGNETIC TAPE IS REQUIRED FOR ALL POTABLE WATER MAINS, FORCE MAINS AND RECLAIMED WATER MAINS. THE TAPE SHALL BE INSTALLED MAX. 24" BELOW FINISHED GRADE.
10. ROOT BARRIER IS REQUIRED FOR APPROVED TRENCH INSTALLATION CLOSER THAN 10 FEET FROM UTILITY FACILITIES.
11. CONTINUOUS 4" WIDE PAINT STRIPPING IS REQUIRED FOR DIP/PCOP WATER MAINS (BLUE), DIP SEWER MAINS (GREEN), AND DIP RECLAIMED WATER MAINS (PURPLE).
12. PERMANENT ABOVE GROUND UTILITY MARKER SHALL BE INSTALLED IF REQUIRED BY PROPERTY OWNER GRANTING THE INSTALLATION PERMIT.
13. FOR PIPE INSTALLATIONS IN ROAD RIGHTS-OF-WAY, ROAD OWNER'S PERMIT SPECIFICATIONS SHALL APPLY.

TYPICAL TRENCH DETAIL ROOT BARRIER INSTALLATION

8S



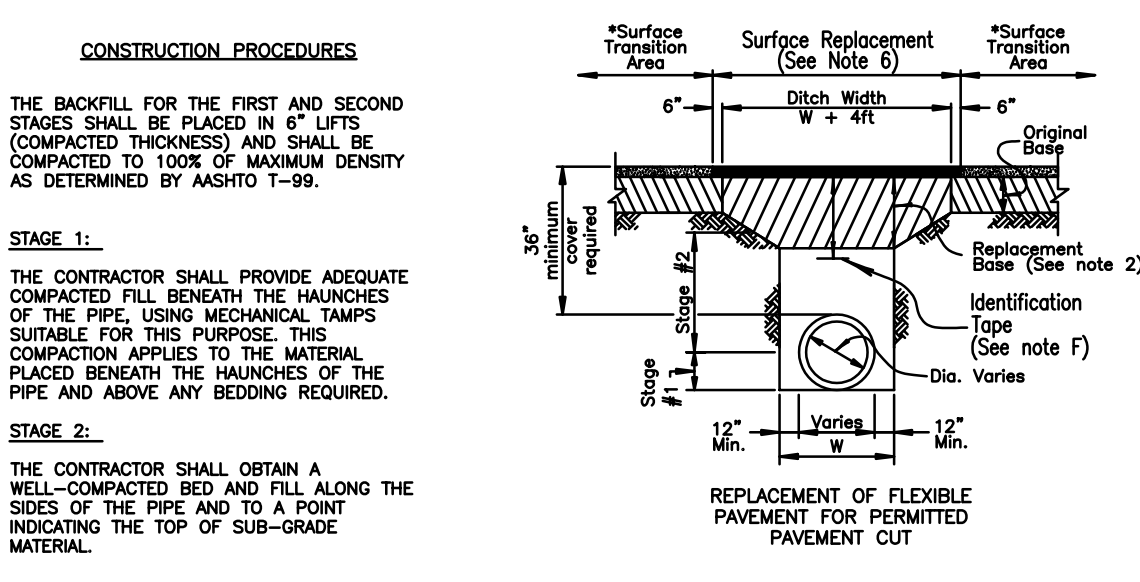
1. BEDDING SHALL CONSIST OF IN-SITU GRANULAR MATERIAL OR WASHED AND GRADED LIME ROCK 3/8" - 7/8" SIZING WITH EQUAL OR GREATER STRUCTURAL ADEQUACY AS EXISTING. UNSUITABLE IN-SITU MATERIALS SUCH AS MUCK, DEBRIS AND LARGER ROCKS SHALL BE REMOVED.
2. REPLACED BASE MATERIAL (PER LAND DEVELOPMENT DESIGN STANDARDS) OVER DITCH SHALL BE TWICE THE THICKNESS OF THE ORIGINAL BASE OR 12" MINIMUM, WHICHEVER IS GREATER.
3. ASPHALT CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED AND BUTT-JOINTED.
4. BASE MATERIAL SHALL BE PLACED IN TWO OR THREE LAYERS (6" MAX. PER LAYER) AND EACH LAYER THOROUGHLY ROLLED OR TAMPED TO THE SPECIFIED DENSITY.
5. SURFACE MATERIAL WILL BE CONSISTENT WITH THE EXISTING SURFACE OR 1 1/2" SI ASPHALTIC CONCRETE WITH RC-70 PRIME COAT AT 0.10 GAL/SQ. YD.
6. PIPE SHALL BE PLACED IN A DRY TRENCH.

GENERAL NOTES:

- A) ALL ROADWAY REPAIR WORK SHALL BE PERFORMED IN CONFORMANCE WITH APPLICABLE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND COUNTY PP44 EL-0-3605.
- B) DENSITY TESTS SHALL BE TAKEN IN 1 FT LIFTS ABOVE THE PIPE AT INTERVALS OF 400 FT MAXIMUM (1 SET MINIMUM) OR AS DIRECTED BY THE CONSTRUCTION COORDINATION DIVISION. RESULTS SHALL BE SUBMITTED TO CONSTRUCTION COORDINATION DIVISION AS PART OF THEIR FIELD REVIEW.
- C) ENGINEER-OF-RECORD SHALL PROVIDE FULL-TIME INSPECTION DURING THE ENTIRETY OF THE OPEN-CUT OPERATION, BEGINNING WITH THE EXCAVATION AND CONTINUING THROUGH THE COMPLETION OF THE PAVING.
- D) IF THE PAVEMENT IS NOT COMPLETELY RESTORED IMMEDIATELY FOLLOWING THE OPEN CUT, A SMOOTH TEMPORARY PATCH (MINIMUM 1.25" ASPHALT) SHALL BE INSTALLED, PROPERLY MATCHING THE EXISTING GRADING OF THE ROADWAY. THE TEMPORARY PATCH SHALL BE ALLOWED TO REMAIN IN PLACE AND BE MAINTAINED FOR A PERIOD NO LONGER THAN 45 DAYS. THE COUNTY RETAINS THE RIGHT TO USE POSTED SURETY TO COMPLETE ANY RESTORATION WORK THAT HAS NOT BEEN COMPLETED IN THE 45 DAYS PERIOD. ALTERNATIVE TEMPORARY TRENCH PROTECTION (STEEL PLATES OR OTHERS) MAY BE APPROVED BY THE CONSTRUCTION COORDINATION DIVISION.
- E) FOR THE FINAL RESTORATION, THE ROAD SHALL BE MILLED AND RESURFACED WITH 1-1/2" (ONE AND A HALF INCH) OF SII OR SII ASPHALT SURFACE COURSE FOR A FULL LANE WIDTH ENCRUSHED BY THE TRENCH.
- F) APPROVED MAGNETIC TAPE IS REQUIRED FOR ALL MAIN PRESSURE PIPES AND CONDUIT IN THE COUNTY'S RIGHT-OF-WAY. INSTALL TAPE 24" BELOW FINISHED GRADE.
- G) CONTINUOUS 4" WIDE PAINT STRIPPING IS REQUIRED FOR DIP/PCOP WATER MAINS (BLUE), DIP SANITARY MAINS (GREEN), DIP RECLAIMED WATER MAINS (PURPLE), GAS MAINS (YELLOW), OR AS REQUIRED BY THE APWA.

OPEN CUT PIPE INSTALLATION NON-THOROUGHFARE ROAD

6S



1. BEDDING SHALL CONSIST OF IN-SITU GRANULAR MATERIAL OR WASHED AND GRADED LIME ROCK 3/8" - 7/8" SIZING WITH EQUAL OR GREATER STRUCTURAL ADEQUACY AS EXISTING. UNSUITABLE IN-SITU MATERIALS SUCH AS MUCK, DEBRIS AND LARGER ROCKS SHALL BE REMOVED.
2. REPLACED BASE MATERIAL OVER DITCH SHALL BE 18" MINIMUM FOR THOROUGHFARE PLAN ROADS.
3. ASPHALT CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED AND BUTT-JOINTED.
4. BASE MATERIAL (PER ROADWAY PRODUCTION DESIGN STANDARDS) SHALL BE PLACED IN TWO OR THREE LAYERS (6" MAX. PER LAYER) AND EACH LAYER THOROUGHLY ROLLED OR TAMPED TO THE SPECIFIED DENSITY.
5. A "SURFACE TRANSITION AREA (SEE PLANS FOR LOCATION). OVERLAY OR MILL/RESURFACE FOR A DISTANCE OF 50 FT BOTH SIDES OF THE OPEN CUT AND FOR A FULL LANE WIDTH.
6. 1" SII ASPHALTIC CONCRETE OVER 1 1/2" SI ASPHALTIC CONCRETE WITH RC-70 PRIME COAT AT 0.10 GAL/SQ. YD.
7. PIPE SHALL BE PLACED IN A DRY TRENCH.

GENERAL NOTES:

- A) ALL ROADWAY REPAIR WORK SHALL BE PERFORMED IN CONFORMANCE WITH APPLICABLE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND COUNTY PP44 EL-0-3605.
- B) DENSITY TESTS SHALL BE TAKEN IN 1 FT LIFTS ABOVE THE PIPE AT INTERVALS OF 400 FT MAXIMUM (1 SET MINIMUM) OR AS DIRECTED BY THE CONSTRUCTION COORDINATION DIVISION. RESULTS SHALL BE SUBMITTED TO CONSTRUCTION COORDINATION DIVISION AS PART OF THEIR FIELD REVIEW.
- C) ENGINEER-OF-RECORD SHALL PROVIDE FULL-TIME INSPECTION DURING THE ENTIRETY OF THE OPEN-CUT OPERATION, BEGINNING WITH THE EXCAVATION AND CONTINUING THROUGH THE COMPLETION OF THE PAVING.
- D) IF THE PAVEMENT IS NOT COMPLETELY RESTORED IMMEDIATELY FOLLOWING THE OPEN CUT, A SMOOTH TEMPORARY PATCH (MINIMUM 1.25" ASPHALT) SHALL BE INSTALLED, PROPERLY MATCHING THE EXISTING GRADING OF THE ROADWAY. THE TEMPORARY PATCH SHALL BE ALLOWED TO REMAIN IN PLACE AND BE MAINTAINED FOR A PERIOD NO LONGER THAN 45 DAYS. THE COUNTY RETAINS THE RIGHT TO USE POSTED SURETY TO COMPLETE ANY RESTORATION WORK THAT HAS NOT BEEN COMPLETED IN THE 45 DAYS PERIOD. ALTERNATIVE TEMPORARY TRENCH PROTECTION (STEEL PLATES OR OTHERS) MAY BE APPROVED BY THE CONSTRUCTION COORDINATION DIVISION.
- E) THE FINAL RESTORATION, THE ROAD SHALL BE MILLED/RESURFACED FOR A FULL LANE WIDTH OF THE TRAVEL LANES ENCRUSHED BY THE TRENCH AREA, INCLUDING A TRANSITION AREA OF 50 FT ON EACH SIDE OF THE TRENCH. THE PAVEMENT SHALL BE MILLED AND RESURFACED PER CONSTRUCTION NOTE 6.
- F) APPROVED MAGNETIC TAPE IS REQUIRED FOR ALL MAIN PRESSURE PIPES AND CONDUIT IN THE COUNTY'S RIGHT-OF-WAY. INSTALL TAPE 24" BELOW FINISHED GRADE.
- G) CONTINUOUS 4" WIDE PAINT STRIPPING IS REQUIRED FOR DIP/PCOP WATER MAINS (BLUE), DIP SANITARY MAINS (GREEN), DIP RECLAIMED WATER MAINS (PURPLE), GAS MAINS (YELLOW), OR AS REQUIRED BY THE APWA.

OPEN CUT PIPE INSTALLATION THOROUGHFARE ROAD

7S

PRESSURE TEST CRITERIA FOR GRAVITY WASTEWATER MAIN IN WELL FIELD & FORCE MAIN

10S

I. FORCE MAINS AND GRAVITY WASTEWATER MAINS WITHIN WELLFIELD PROTECTION ZONE

PRESSURE TEST PROCEDURE TO FOLLOW THE CURRENT AWWA C-600 STANDARD (150psi, 2) HOUR DURATION.

THERE SHALL BE NO PRESSURE DROP IN THE PIPE DURING THE TEST ("ZERO" FILL-UP TOLERANCE).

II. FORCE MAINS OUTSIDE OF WELLFIELD PROTECTION ZONE

MAXIMUM QUANTITY OF WATER (GALLONS PER HOUR) THAT MAY BE SUPPLIED TO MAINTAIN PRESSURE WITHIN 5 P.S.I. OF THE SPECIFIED TEST PRESSURE (MECHANICAL OR PUSH-ON JOINT, 18 FT. NOMINAL LENGTHS, PER 1000 FT. OF PIPE)

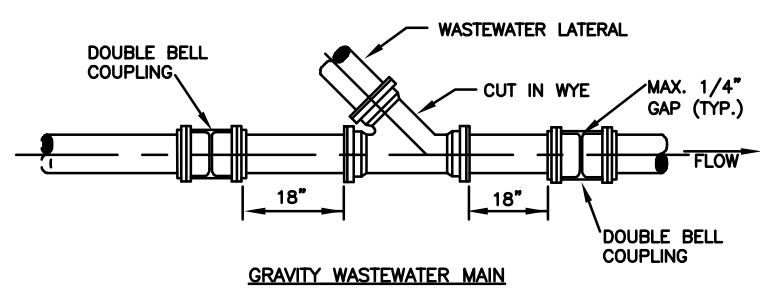
AVG. TEST PRESSURE (PSI)	2	3	4	6	8	10	12	14	16	18	20	24	30	36	42	48
	0.10	0.14	0.18	0.27	0.37	0.46	0.55	0.64	0.73	0.83	0.92	1.10	1.38	1.65	1.93	2.20

$$Q = \frac{(S) \times (D) \times (P)^{1/2}}{148,000} \times 1/2$$

L = MAXIMUM QUANTITY OF WATER TO BE ADDED (GALLONS PER HOUR)
S = LENGTH OF PIPE TESTED (FEET)
D = DIAMETER OF PIPE (INCHES)
P = TEST PRESSURE (P.S.I.)

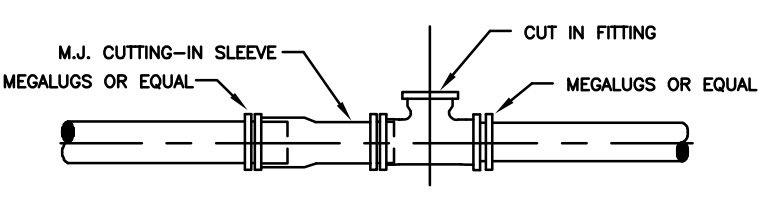
NOTES:

1. TO OBTAIN THE MAXIMUM QUANTITY OF WATER FOR PIPE WITH 20 FT. NOMINAL LENGTHS, MULTIPLY THE QUANTITY CALCULATED FROM THE TABLE BY 0.9
2. THE MAXIMUM QUANTITY OF ADDED WATER FOR A PIPE IS CALCULATED BY MULTIPLYING THE QUANTITY PER HOUR AS OBTAINED FROM THE ABOVE TABLE, BY THE DURATION OF THE TEST IN HOURS AND BY THE TOTAL LENGTH OF THE LINE BEING TESTED DIVIDED BY 1,000. IF THE LINE UNDER TEST CONTAINS SECTIONS OF VARIOUS DIAMETERS, THE MAXIMUM QUANTITY ADDED WILL BE THE SUM OF THE COMPUTED QUANTITIES FOR EACH SIZE.
3. MAXIMUM TEST LENGTH = 2,500 FEET PER SECTION.
4. THIS STANDARD SHALL REFLECT ANY REVISION OF AWWA C-600. HOWEVER, THE MAXIMUM QUANTITY OF WATER ADDED SHALL NOT EXCEED 50% OF THE RECOMMENDED LIMIT PER APPLICABLE AWWA C-600 STANDARD.
5. STANDARD TEST PRESSURE = 150 P.S.I.
6. PRESSURE TEST DURATION TO BE MIN. 2 HOURS.



GRAVITY WASTEWATER MAIN

NOTE: DUCTILE IRON FITTINGS (WYE, TEE, SLEEVES) ARE REQUIRED FOR DUCTILE IRON AND/OR C-900 PVC MAIN.



DUCTILE IRON-MECHANICAL JOINT (FORCE MAIN)

NOTE: M.E.L. CUTTING-IN SLEEVE. MEGLUGS OR EQUAL ARE REQUIRED THROUGHOUT ASSEMBLY.

WASTEWATER SYSTEM STANDARD CUT-IN DETAILS

9S

WASTEWATER #1 STANDARD DETAILS

CONSULTANT:

DESIGNED BY: WUD

DRAWN BY: M. BUCKNER

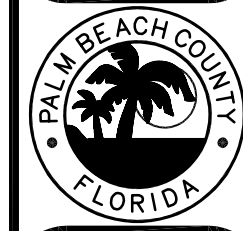
CHECKED BY: J.LAMMERT

APPROVED BY: WUD

Palm Beach County
Water Utilities Department
P.O.Box 16097
West Palm Beach, FL 33416-6097

PROJECT NO.
22-

OXYGEN DEVELOPMENT



PALM BEACH COUNTY
WATER UTILITIES DEPARTMENT
P.O. BOX 16097
WEST PALM BEACH, FL 33416
(561)469-6000

BY: J.L.

DATE: JUNE 2012

REVISION / REMARKS

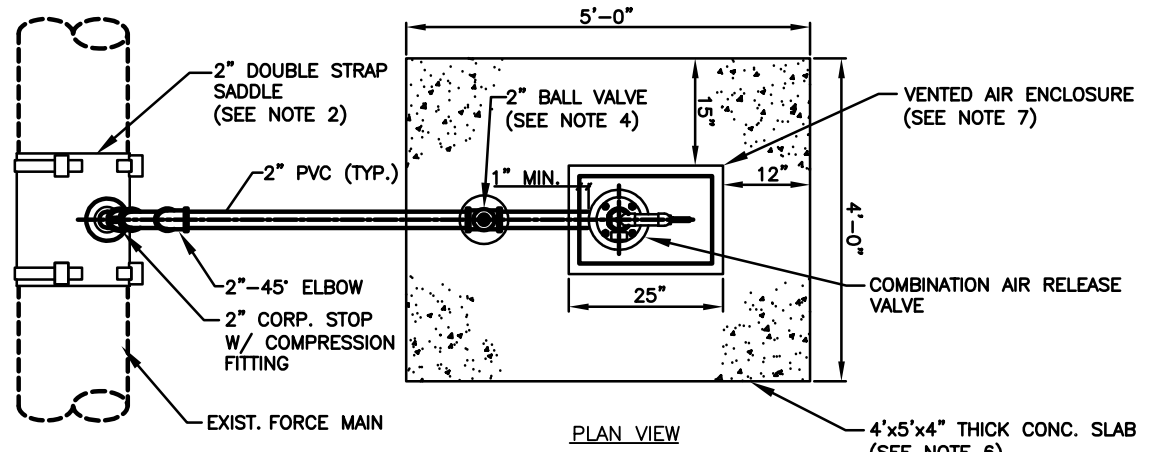
NO. DATE

GENERAL REVISION

STD DETAILS

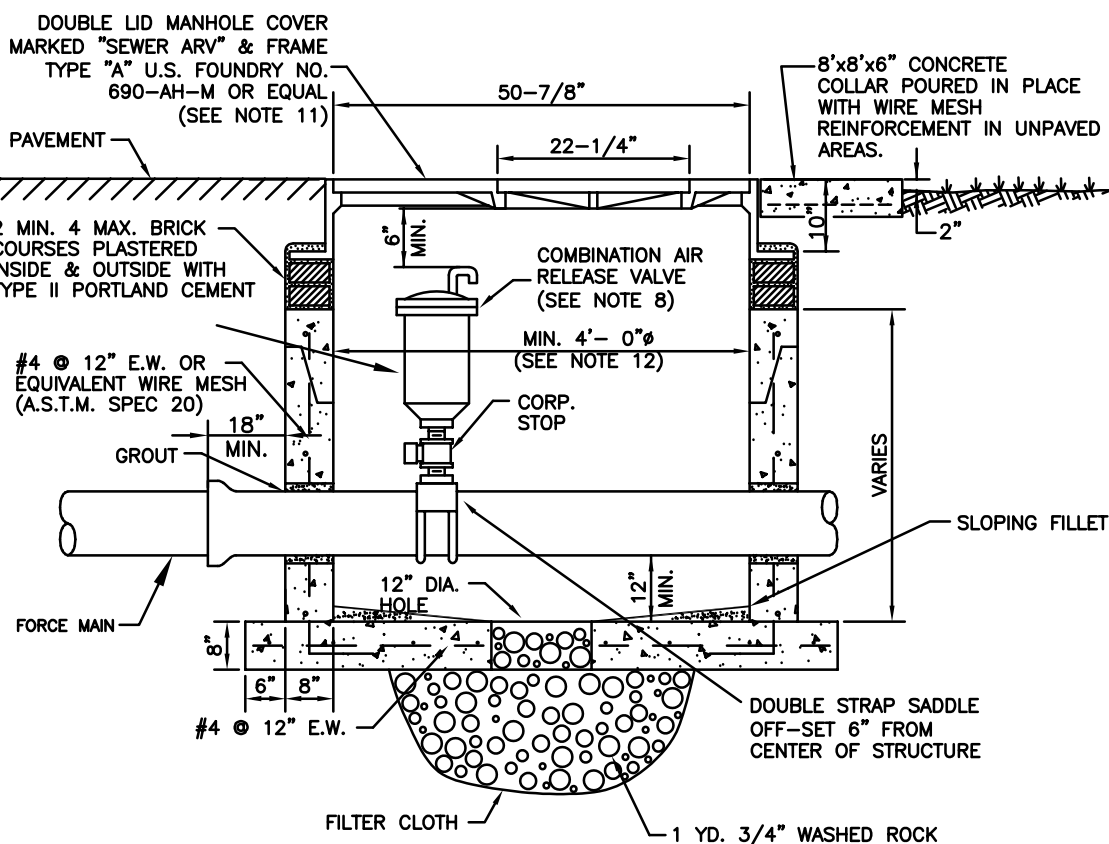
SHEET NUMBER
19 OF 23

SCOTT M. GINTERT, P.E.
FLORIDA P.E. #84289
Jul 21, 2022



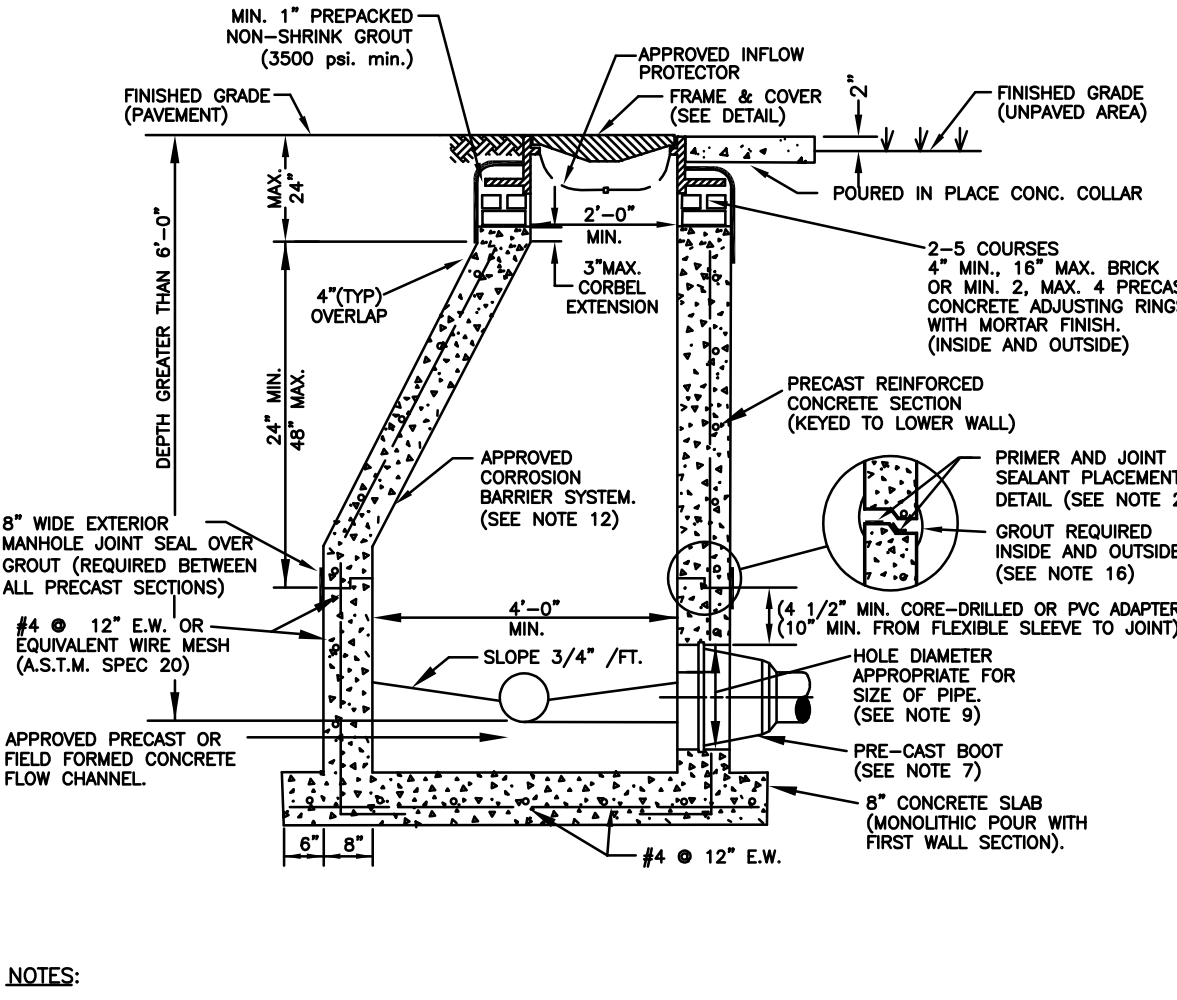
FORCE MAIN AIR RELEASE VALVE
W/ VENTED AIR ENCLOSURE

85S



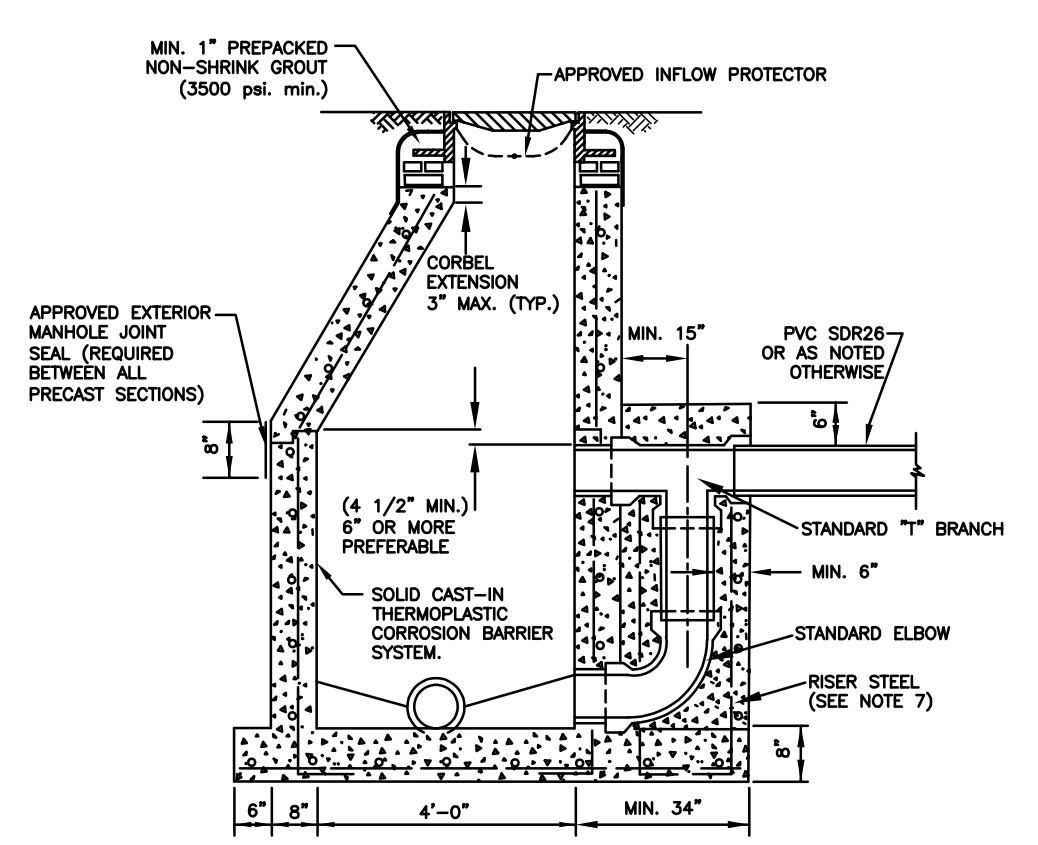
FORCE MAIN AIR RELEASE VALVE AND MANHOLE
IN PAVED AREAS AND ROAD R/W

40S



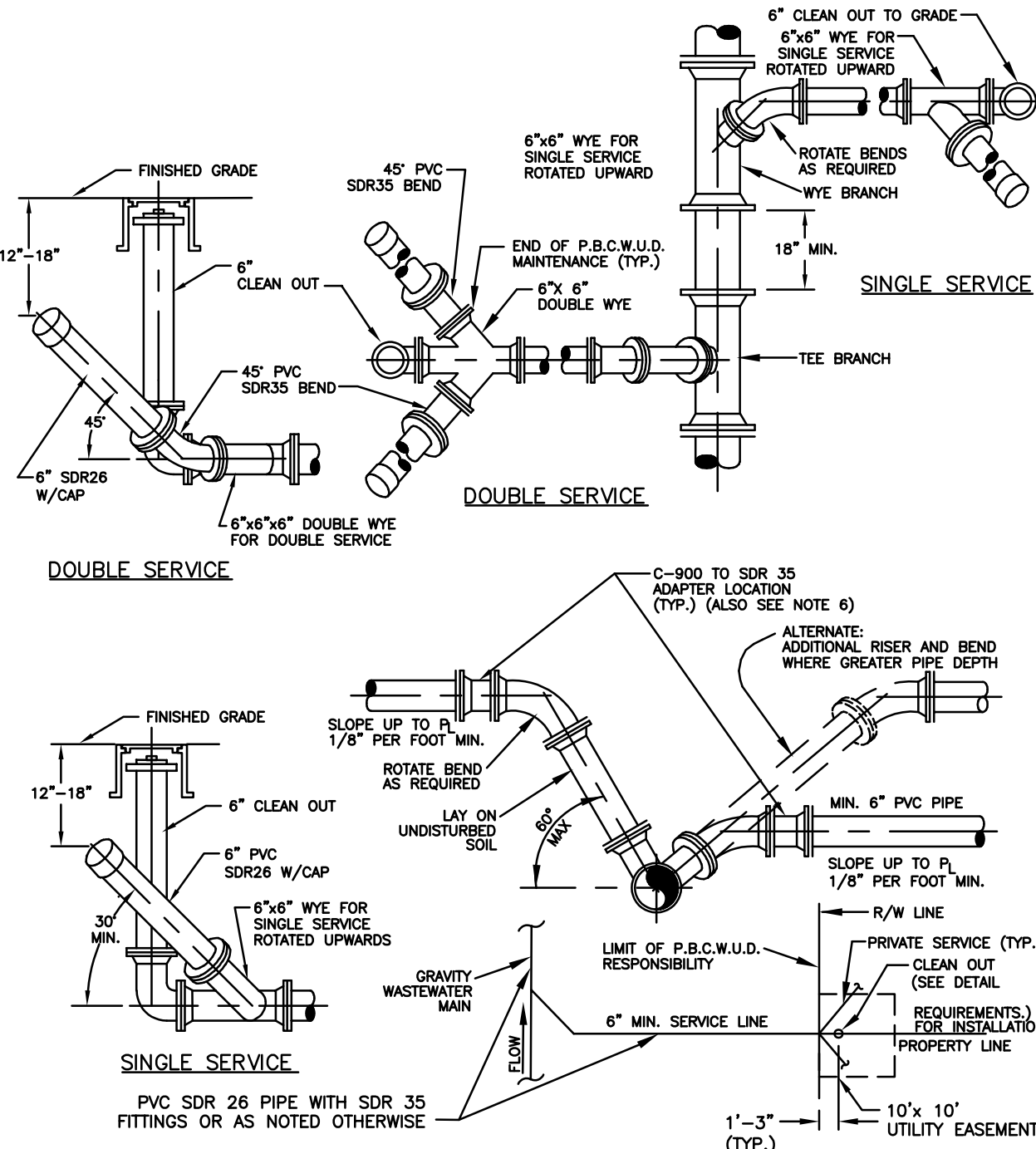
STANDARD MANHOLE

13S



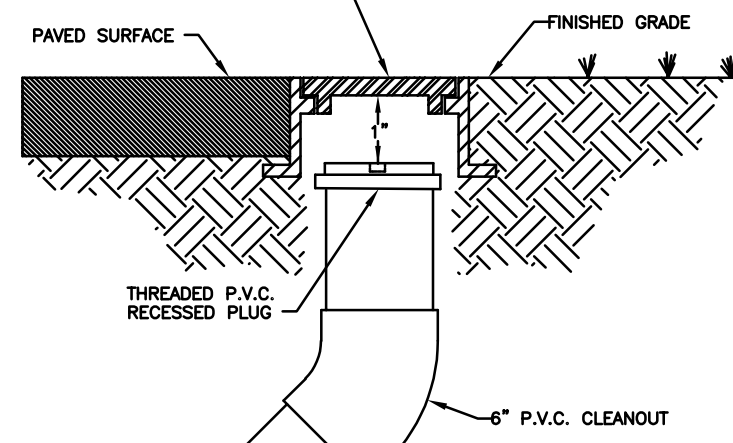
DROP CONNECTION PRECAST MANHOLE

15S



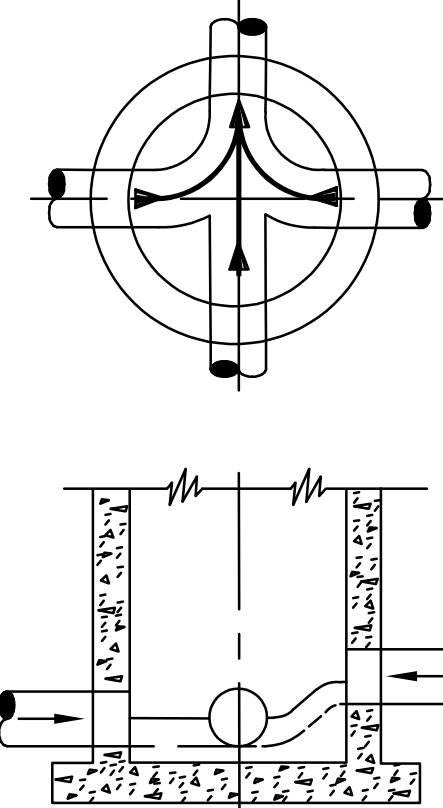
TYPICAL WASTEWATER SERVICE CONNECTION

12S



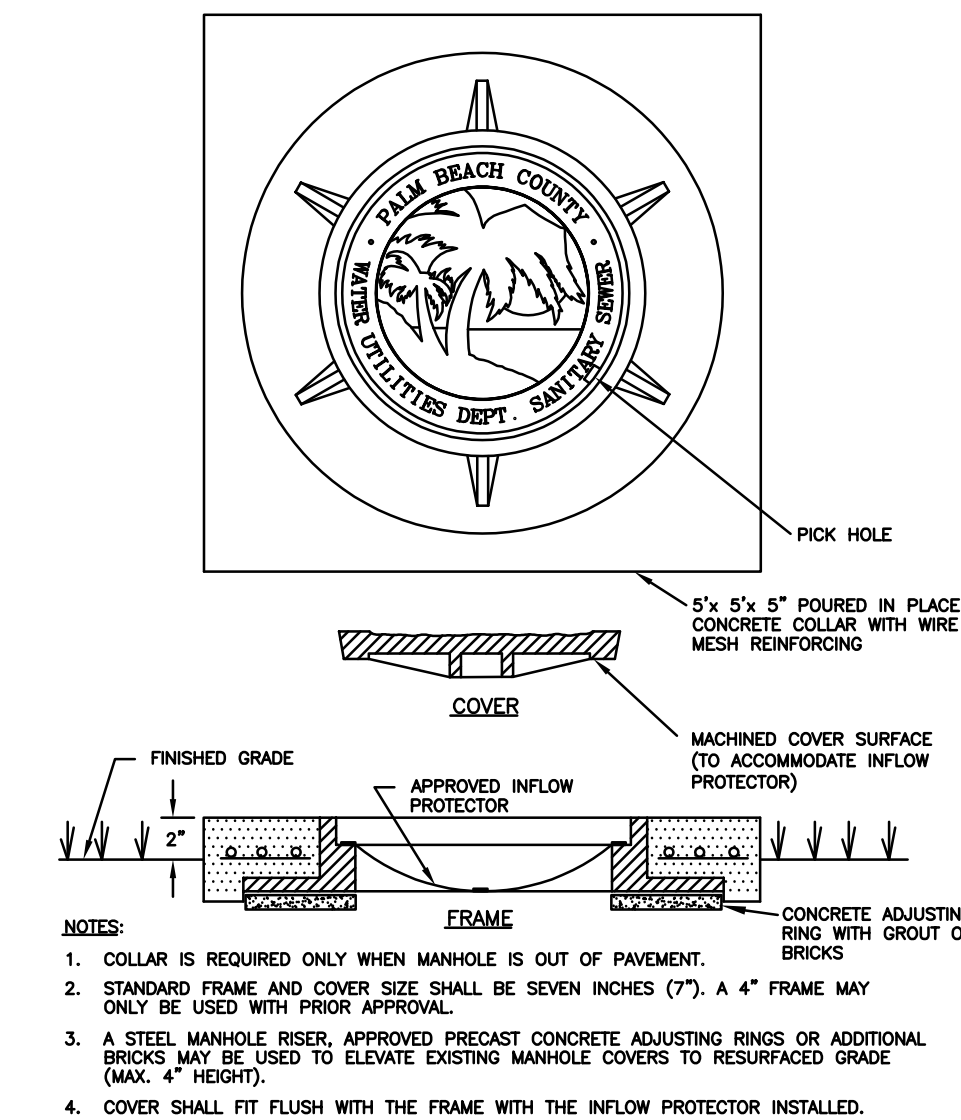
TYPICAL CLEANOUT INSTALLATION

11S



INVERT FLOW CHANNELS

16S



GRAVITY SEWER MANHOLE FRAME & COVER

17S

- DEFINITIONS**
- DEPARTMENT - THE PALM BEACH COUNTY WATER UTILITIES DEPARTMENT.
 - CONTRACTOR - UTILITY CONTRACTOR AND ALL UTILITY SUBCONTRACTORS.
 - ENGINEER - ENGINEER RESPONSIBLE FOR INSPECTION AND CERTIFICATION.
- PROCEDURES**
- A PRE-CONSTRUCTION MEETING IS TO BE HELD PRIOR TO DELIVERY OF MATERIALS AND INITIATION OF ANY POTABLE WATER, RECLAIMED WATER AND/OR WASTEWATER SYSTEM CONSTRUCTION. THE MEETING SHALL BE ATTENDED BY THE DEPARTMENT, CONTRACTOR, ENGINEER AND OTHER INTERESTED PARTIES.
 - ANY REVISIONS TO THE APPROVED PLANS SHALL BE CALLED TO THE ATTENTION OF THE DEPARTMENT PRIOR TO THE PRE-CONSTRUCTION MEETING. REVISED PLANS MUST BE APPROVED PRIOR TO THE MEETING.
 - FIVE (5) COPIES OF THE CURRENT APPROVED MATERIAL LIST AND ALL NECESSARY SHOP DRAWINGS SHALL BE SUBMITTED FOR APPROVAL PRIOR TO SCHEDULING OF THE PRE-CONSTRUCTION MEETING.
 - ALL APPLICABLE PERMITS MUST BE OBTAINED PRIOR TO PRECONSTRUCTION MEETING. (DOT, HEALTH DEPARTMENT, COUNTY ENGINEER, ETC.).
 - THE CONTRACTOR SHALL MAINTAIN A CURRENT APPROVED SET OF CONSTRUCTION PLANS ON JOB SITE.
 - ALL MATERIALS SUPPLIED SHALL CONFORM TO PRODUCT LIST AND SHOP DRAWINGS AS APPROVED PRIOR TO CONSTRUCTION. SUBSTITUTE MATERIALS SHALL NOT BE APPROVED AFTER DELIVERY TO THE JOB SITE. ALL REQUESTS FOR MATERIAL SUBSTITUTION SHALL BE APPROVED PRIOR TO DELIVERY OF THESE MATERIALS TO THE JOB SITE.
 - THE LOCATIONS OF EXISTING UTILITIES SHOWN ON THE APPROVED PLANS ARE TO BE VERIFIED IN THE FIELD BY THE CONTRACTOR. APPROVAL OF DEVELOPMENT PLANS BY THE DEPARTMENT IN NO WAY IMPLIES VERIFICATION OF THE ACCURACY OF THOSE PLANS OR FEATURES DEPICTED THEREON. ANY DISCREPANCY IN OR VARIATION FROM THE APPROVED PLANS IS TO BE BROUGHT TO THE ATTENTION OF THE DEPARTMENT BY THE ENGINEER AND CONTRACTOR. THE CONTRACTOR SHALL CONFIRM AND INSTALL (IF NECESSARY) ADEQUATE MECHANICAL PIPE / JOINT RESTRAINT ON EXISTING PIPES PRIOR TO CONNECTION.
 - THE CONTRACTOR SHALL BE RESPONSIBLE AT ALL TIMES THROUGHOUT THE DURATION OF CONSTRUCTION FOR THE PROTECTION OF EXISTING AND NEWLY INSTALLED UTILITIES FROM DAMAGE OR DISRUPTION OF SERVICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TAKING SUCH MEASURES AS NECESSARY TO PROTECT THE HEALTH, SAFETY AND WELFARE OF THOSE PERSONS HAVING ACCESS TO THE WORK SITE.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING LOCATIONS FROM ALL OTHER UTILITY FACILITIES.
 - THE CONTRACTOR OR ENGINEER SHALL SCHEDULE INSPECTIONS AND TESTS A MINIMUM OF 24-48 HOURS IN ADVANCE.
 - NO CONNECTION TO OR ANY OTHER CONSTRUCTION SHALL BE PERFORMED ON AN EXISTING DEPARTMENT OWNED OR MAINTAINED MAIN OR STRUCTURE WITHOUT THE PRESENCE OF A DEPARTMENT INSPECTOR.
 - FACILITIES PROPOSED HEREIN SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPROVED PLANS AND THE DEPARTMENT'S MINIMUM STANDARDS. CONFLICTS BETWEEN THE PRECEDING DOCUMENTS SHOULD BE CALLED TO THE ATTENTION OF THE DEPARTMENT FOR RESOLUTION. DEVIATIONS FROM THE APPROVED PLANS MUST BE APPROVED IN ADVANCE BY THE DEPARTMENT.
 - UPON COMPLETION OF CONSTRUCTION, A FINAL INSPECTION SHALL VERIFY PROPER ADHERENCE TO ALL FACETS OF THE PLANS AND SPECIFICATIONS.

- PRESSURE PIPE NOTES**
- THERE SHALL BE 36" MINIMUM COVER FROM FINISHED GRADE TO TOP OF PIPE.
 - DUCTILE IRON PIPE (DIP) THICKNESS SHALL CONFORM TO THE DEPARTMENT'S APPROVED MATERIAL LIST. POTABLE WATER AND RECLAIMED WATER MAINS DIP SHALL BE CEMENT LINED. FORCE MAIN DIP SHALL BE CERAMIC EPOXY LINED.
 - PVC PRESSURE PIPE SHALL BE C-900, SDR-18, 150 PSI.
 - ALL FITTINGS SHALL BE DUCTILE IRON WITH MECHANICAL JOINTS AND CEMENT OR APPROVED EPOXY LINING.
 - POTABLE WATER, RECLAIMED WATER AND WASTEWATER FORCE MAIN VALVES 10 INCHES AND LARGER SHALL BE RESILIENT SEAT GATE VALVES. TWELVE-INCH AND LARGER FORCE MAIN VALVES SHALL BE RESILIENT SEAT GATE VALVES OR ECCENTRIC PLUG VALVES APPROVED BY THE DEPARTMENT. POTABLE WATER AND RECLAIMED WATER MAIN VALVES LARGER THAN 10 INCHES SHALL BE BUTTERFLY VALVES.
 - ALL TRENCHING, PIPE-LAYING, BACKFILL, PRESSURE TESTING, AND DISINFECTION MUST COMPLY WITH ALL APPLICABLE FEDERAL, STATE, COUNTY AND HEALTH DEPARTMENT STANDARDS AND REGULATIONS.
- GRAVITY SEWER NOTES**
- MANHOLES AND OTHER CASTINGS SHALL BE INSPECTED BY THE DEPARTMENT BEFORE PLACEMENT AND BEFORE APPLICATION OF THE CORROSION BARRIER SYSTEM (IF APPLICABLE).
 - ALL OPENINGS IN PRECAST MANHOLES SHALL BE CAST AT TIME OF MANUFACTURE OR CURED IN FIELD.
 - ALL MANHOLES SHALL BE SET PLUMB TO LINE AND GRADE, AND SHALL REST ON A FIRM, CAREFULLY GRADED SUBGRADE, WHICH SHALL PROVIDE UNIFORM BEARING UNDER BASE.
 - PVC WASTEWATER GRAVITY PIPE SHALL CONFORM TO ASTM D-3034, SDR 26 WITH PVC SDR 35 FITTINGS, OR PVC C-900 SDR 18, PIPE AND FITTINGS, WITH PUSH-ON RUBBER GASKET JOINTS.
 - D.I.P. GRAVITY SEWER PIPE SHALL BE PRESSURE CLASS 350, EPOXY LINED.
 - THE COMPLETED GRAVITY WASTEWATER SYSTEM SHALL BE INSPECTED BY THE DEPARTMENT TO VERIFY ALIGNMENT AND INTEGRITY. THERE SHALL BE NO LEAKAGE. ALL MAINS SHALL BE LAMPED, SHOWING A FULL CIRCLE OF LIGHT, DURING THESE INSPECTIONS. THE MAIN SHALL BE CLEAN AND DRY.

SHALLOW MANHOLE

14S

WASTEWATER #2
STANDARD DETAILS

CONSULTANT:

DESIGNED BY: WUD
DRAWN BY: M. BUCKNER
CHECKED BY: J. LAMMERT
APPROVED BY: WUD

Palm Beach County
Water Utilities Department
P.O. Box 16097
West Palm Beach, FL 33416-6097

PROJECT NO. 22-____

OXYGEN DEVELOPMENT

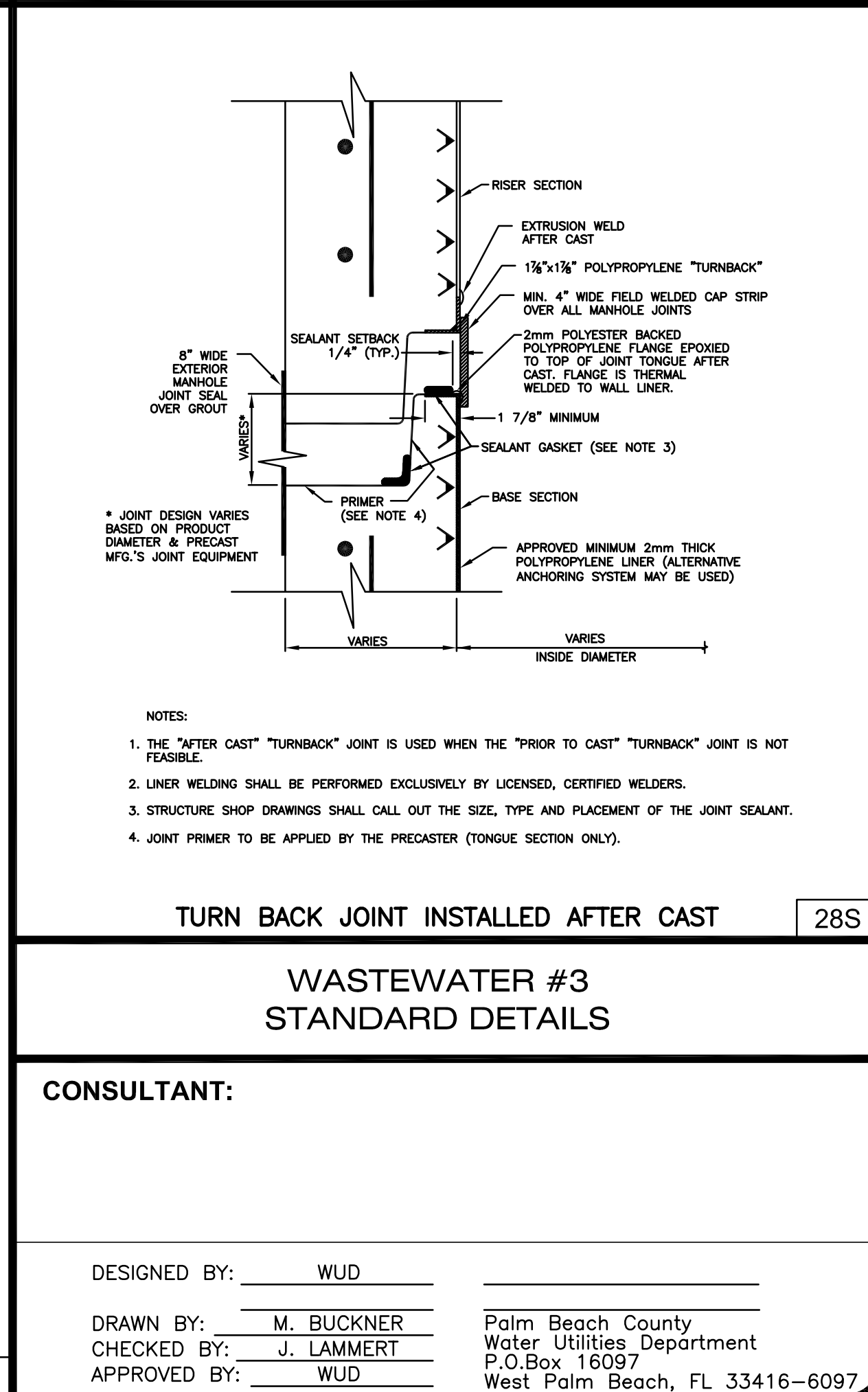
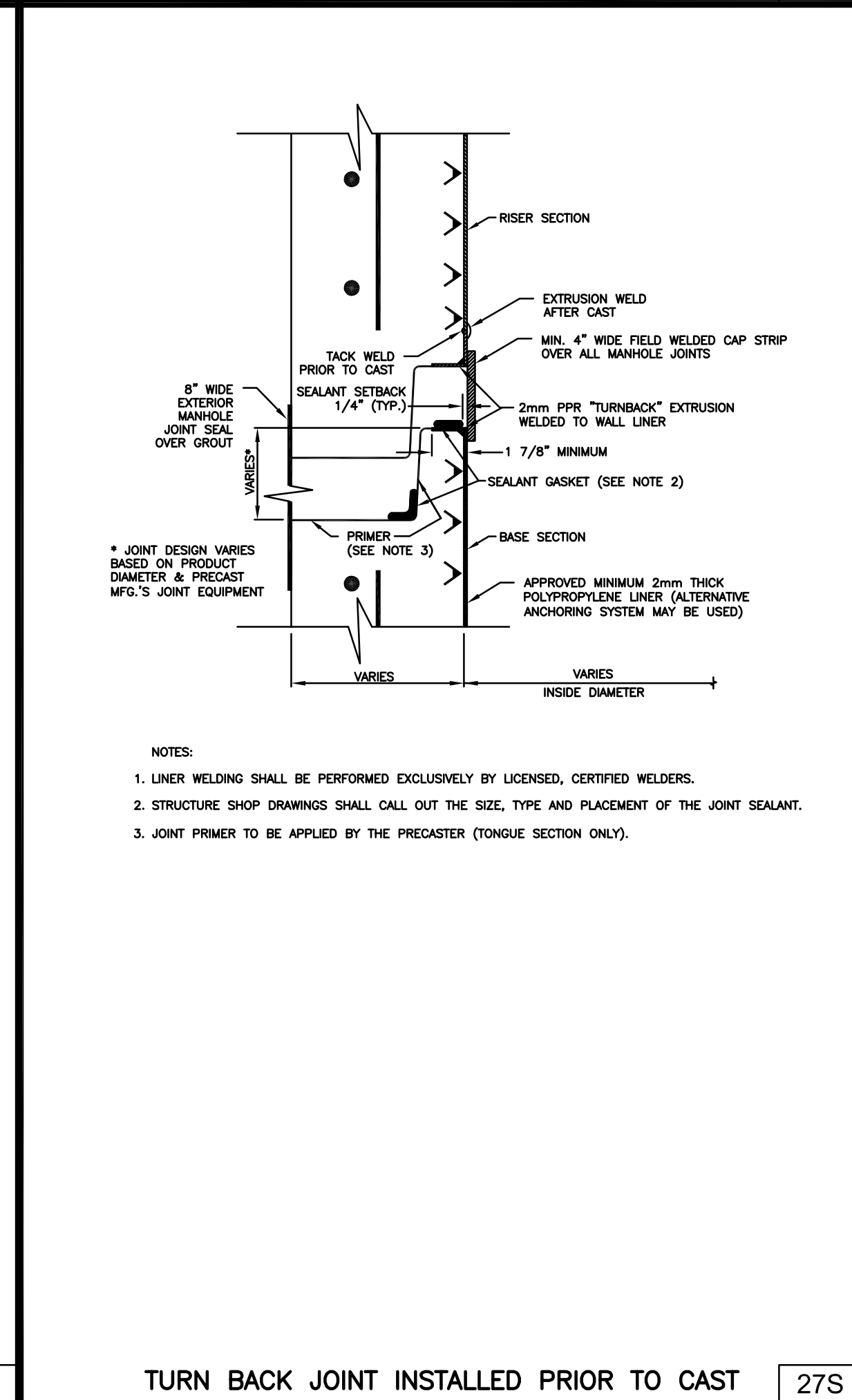
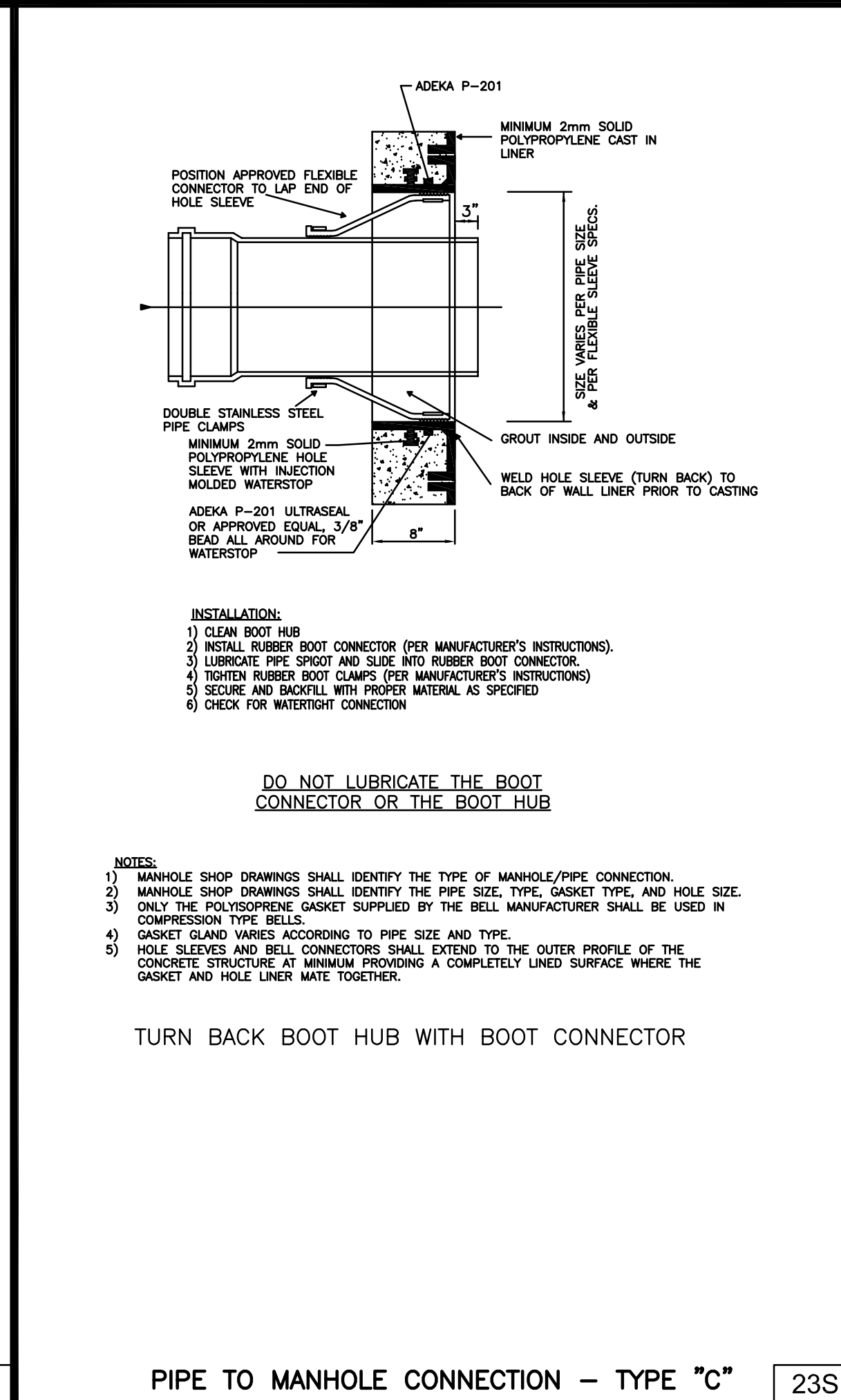
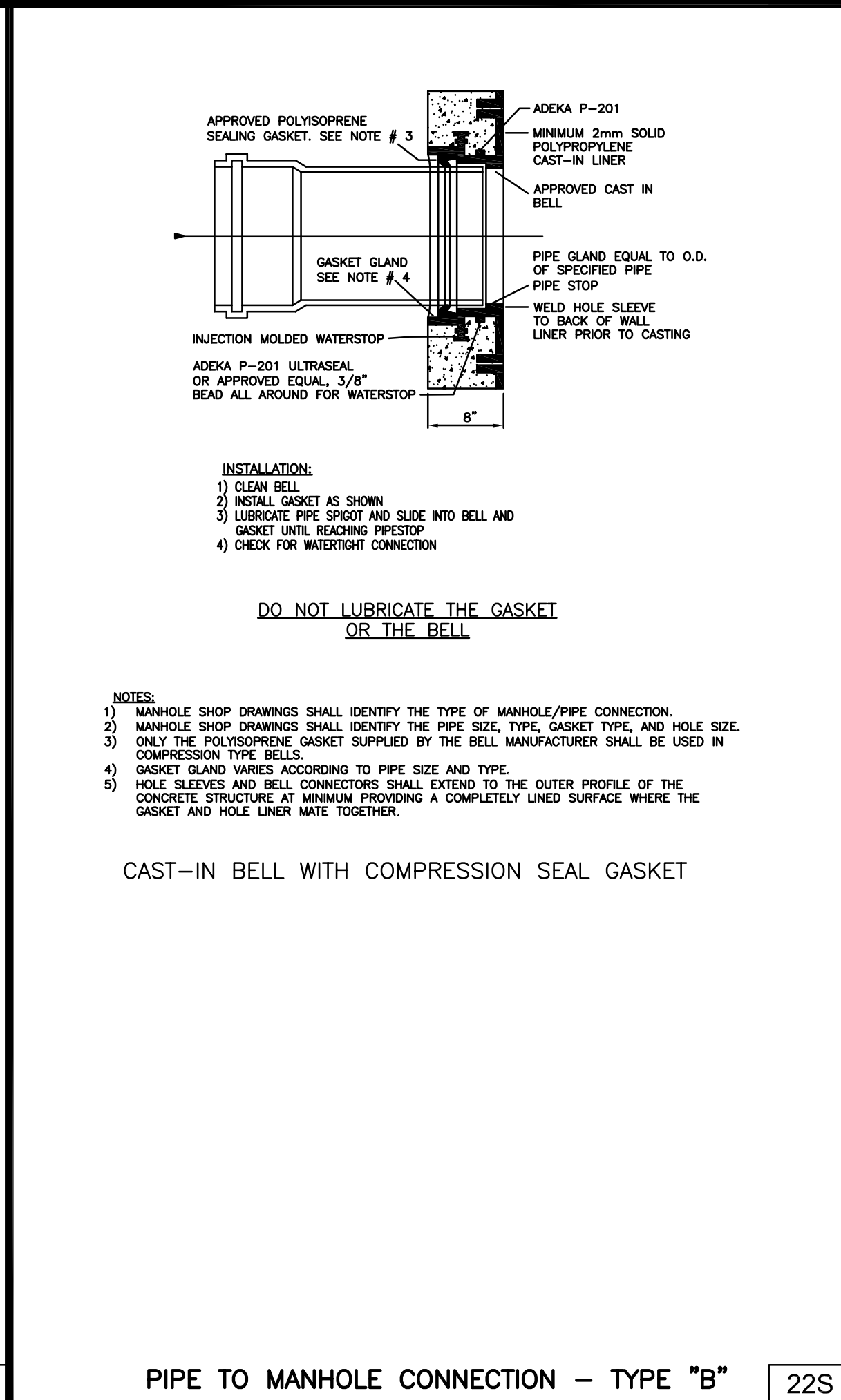
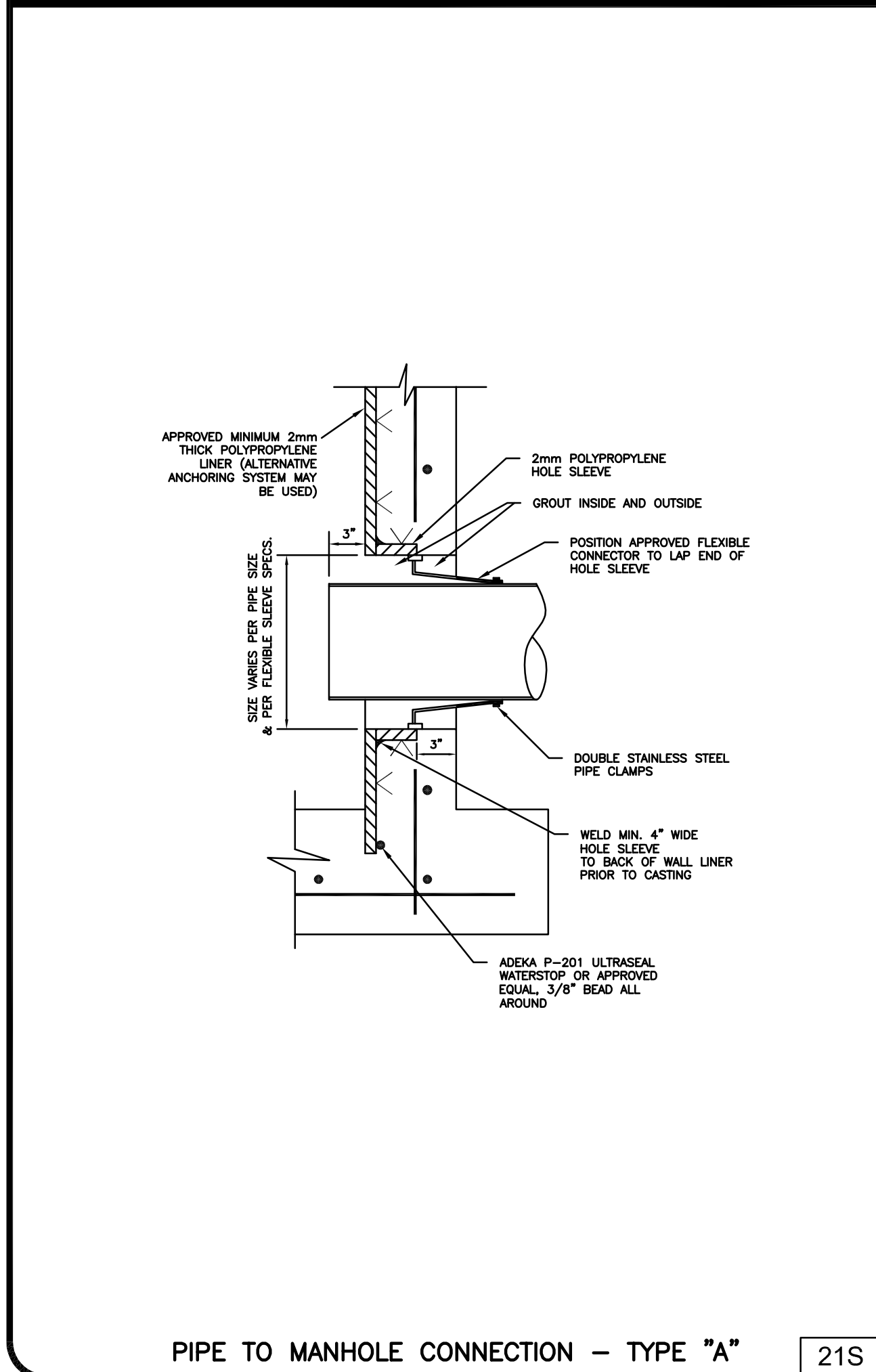
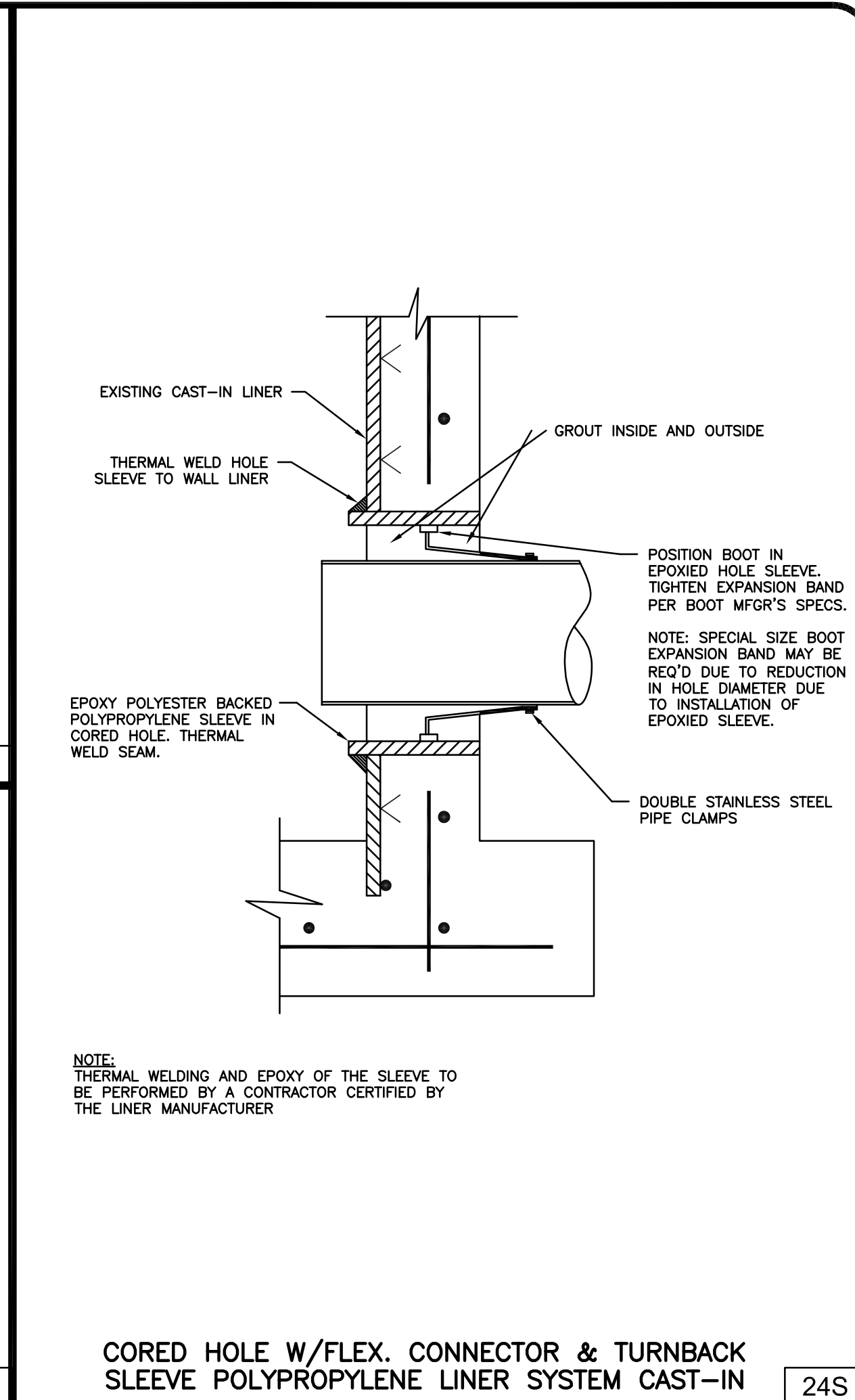
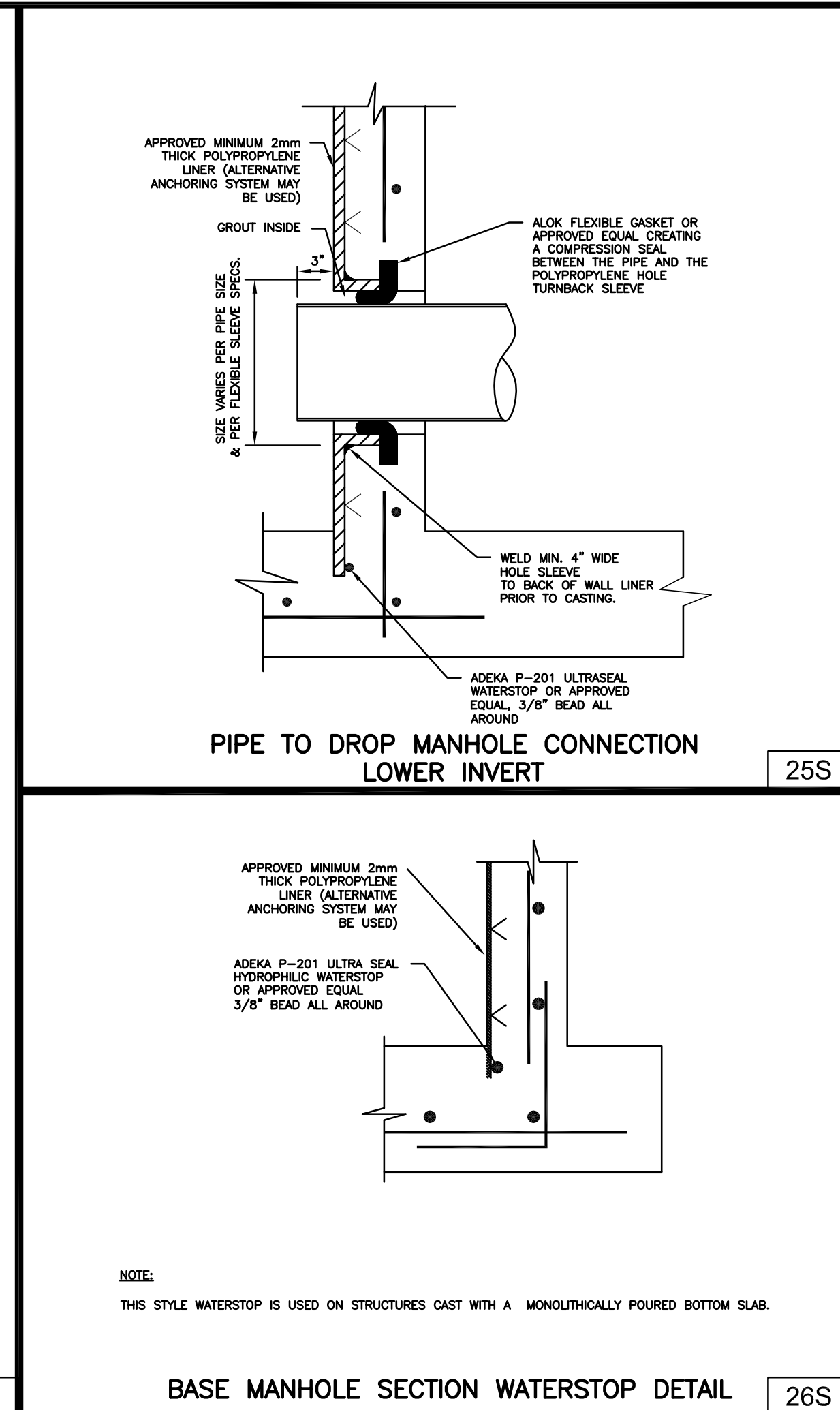
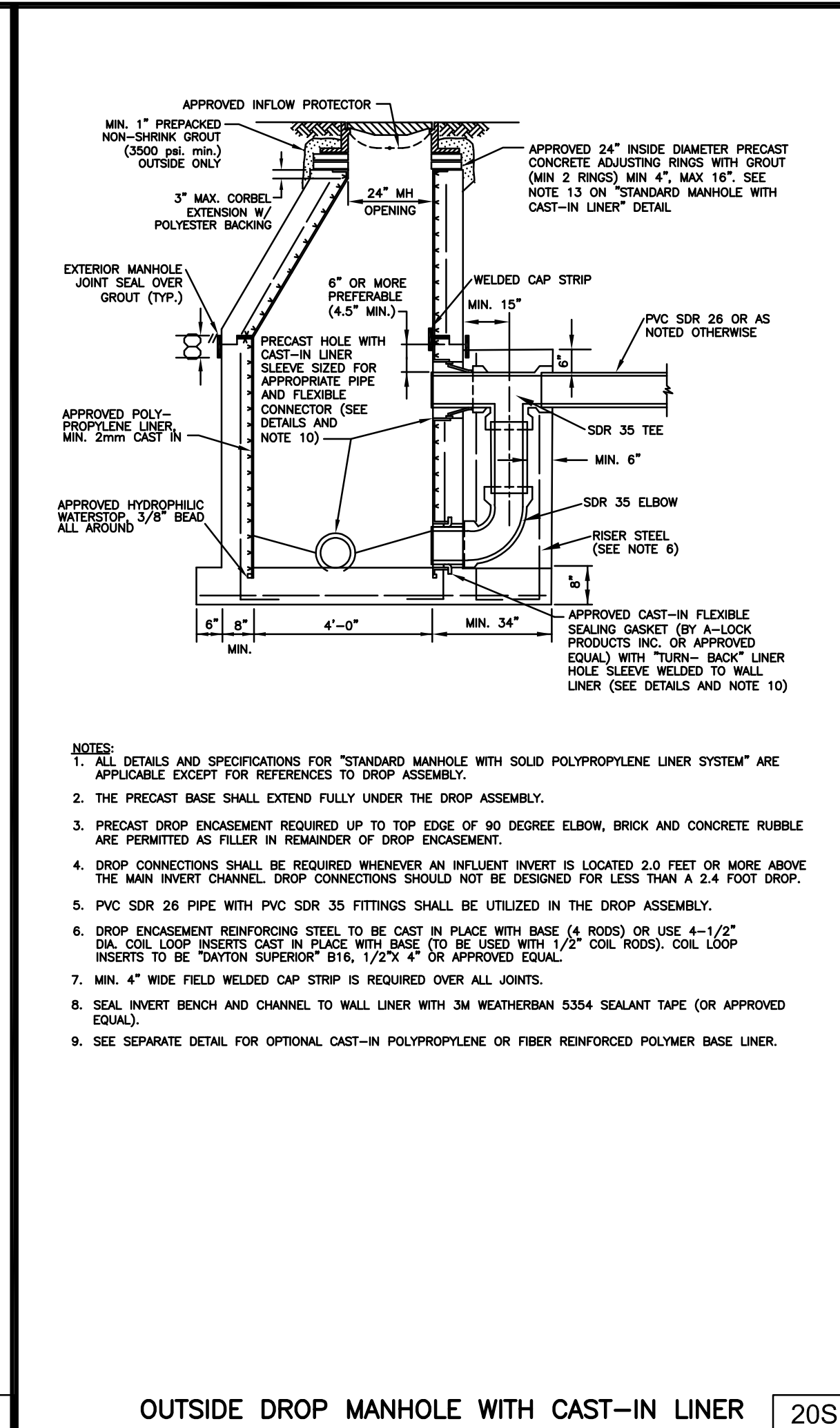
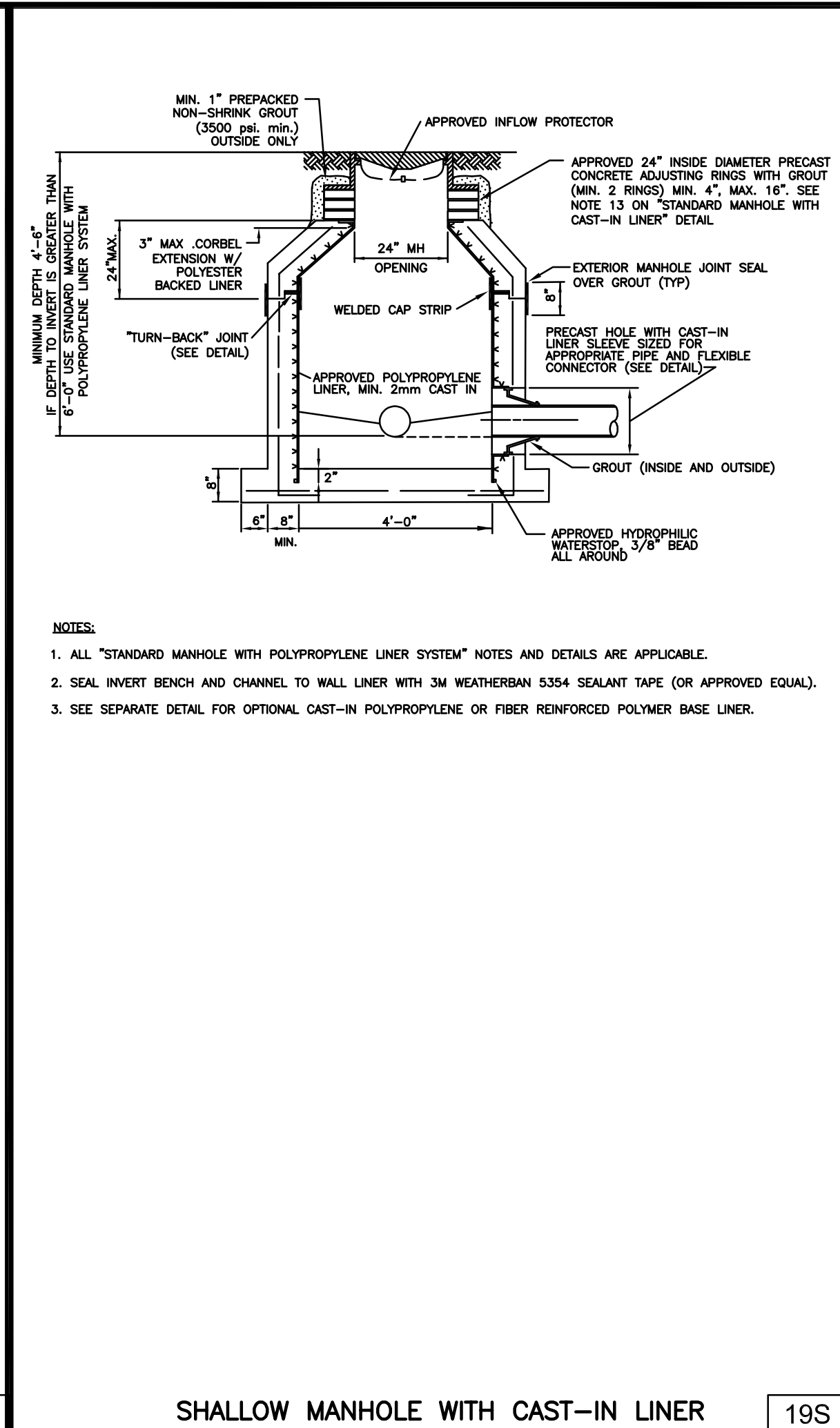
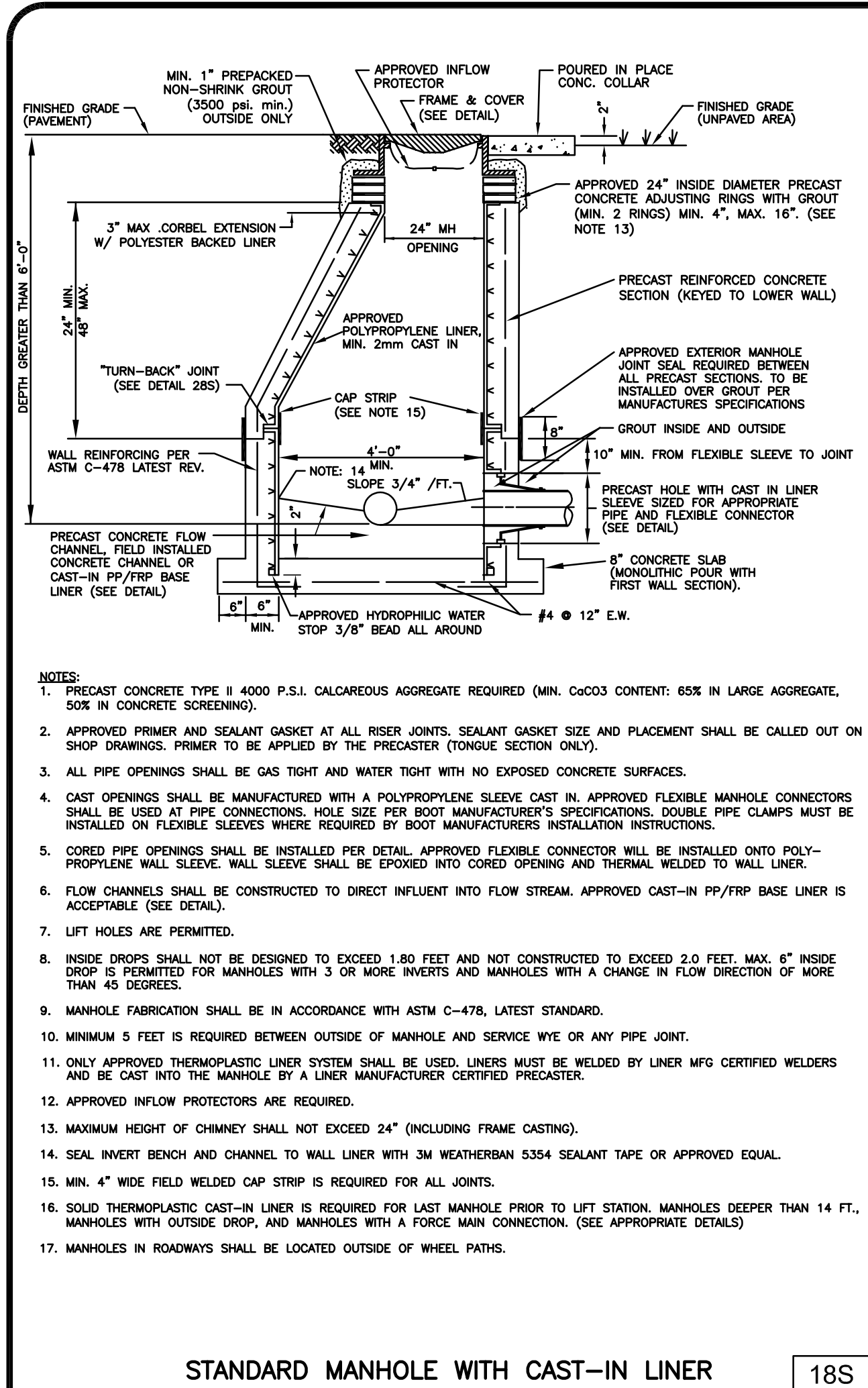
PALM BEACH COUNTY
WATER UTILITIES DEPARTMENT
P.O. BOX 16097
WEST PALM BEACH, FL 33416
(561)463-6000

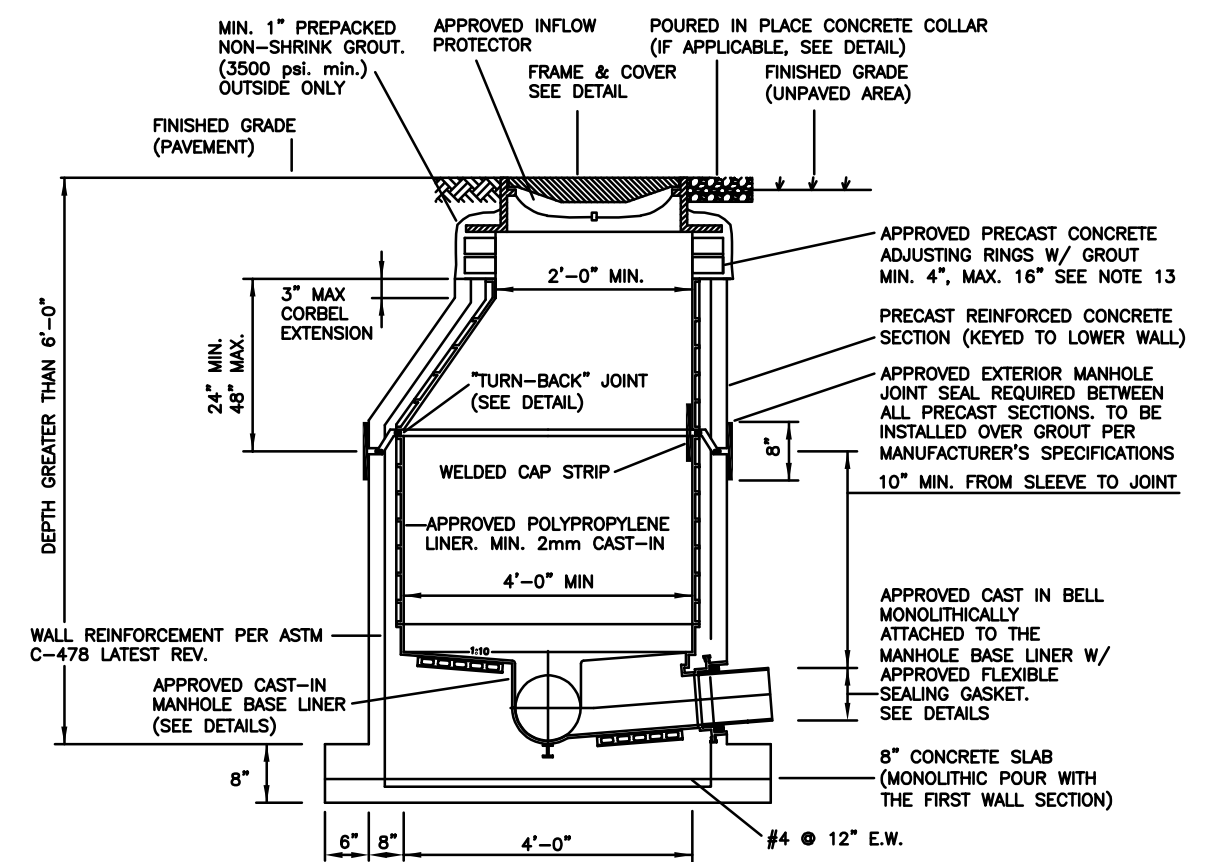
BY: J.L.
DATE: JUNE 2018
NO. 1
REVISION / REMARKS

STD DETAILS

SHEET NUMBER 20 OF 23
SEAL

SCOTT M. GINTERT, P.E.
FLORIDA P.E. #84289
Jul 21, 2022



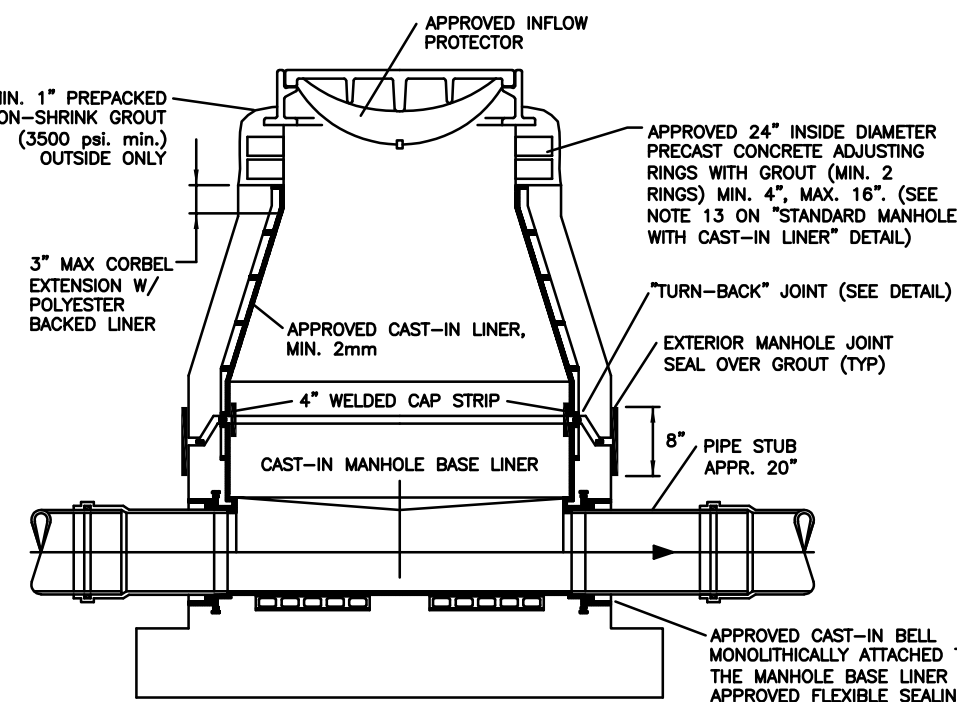
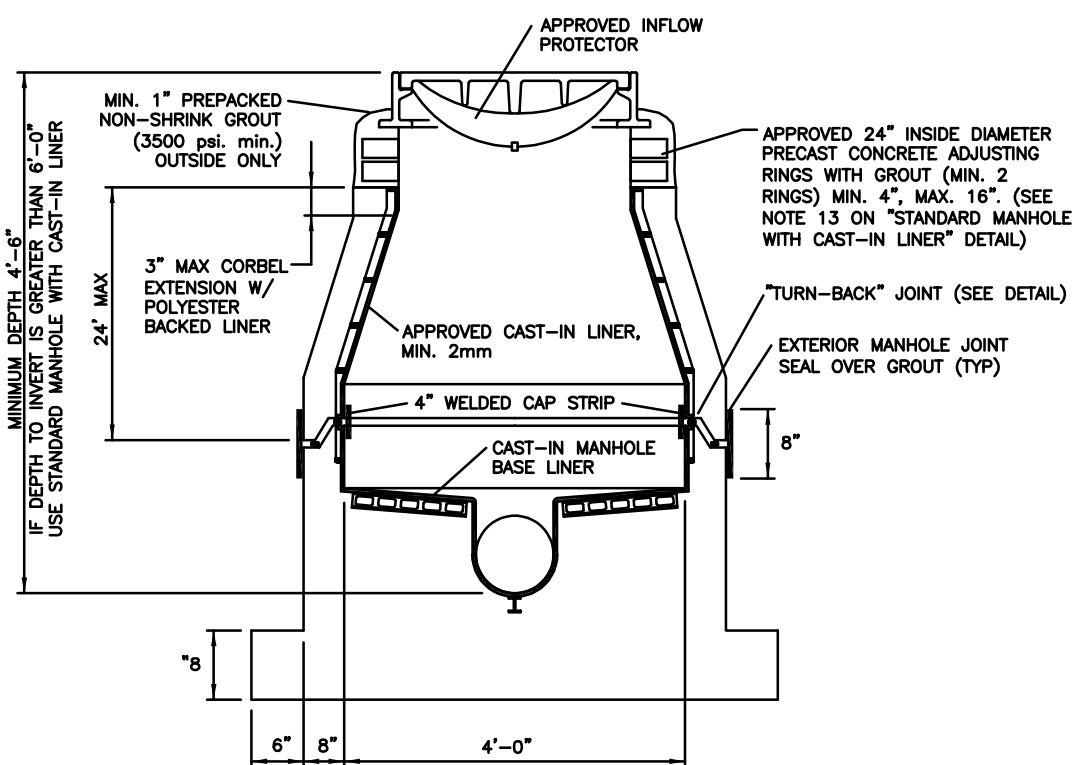


NOTES:

1. PRECAST CONCRETE TYPE II 4000 P.S.I. CALCEAREOUS AGGREGATE REQUIRED (MIN. CaCO3 CONTENT: 65% IN LARGE AGGREGATE, 50% IN CONCRETE SCREENING).
2. RUB'R NCK (RU 106) OR APPROVED EQUAL AT ALL RISER JOINTS. SIZES TO BE SPECIFIED ON SHOP DRAWINGS.
3. ALL PIPE OPENINGS SHALL BE GAS TIGHT AND WATER TIGHT WITH NO EXPOSED CONCRETE SURFACES.
4. CAST OPENINGS SHALL BE MANUFACTURED WITH A POLYPROPYLENE SLEEVE CAST IN. APPROVED FLEXIBLE MANHOLE CONNECTORS SHALL BE USED AT PIPE CONNECTIONS. HOLE SIZE PER BOOT MANUFACTURER'S SPECIFICATIONS. DOUBLE PIPE CLAMPS MUST BE INSTALLED ON FLEXIBLE SLEEVES WHERE REQUIRED BY BOOT MANUFACTURER'S INSTALLATION INSTRUCTIONS.
5. CORED PIPE OPENINGS SHALL BE INSTALLED PER DETAIL. APPROVED FLEXIBLE CONNECTOR WILL BE INSTALLED ONTO POLYPROPYLENE WALL SLEEVE. WALL SLEEVE SHALL BE EXPOSED INTO CORED OPENING AND THERMAL WELDED TO WALL LINER BY LICENSED CONTRACTOR.
6. FLOW CHANNELS SHALL DIRECT INFLUENT INTO FLOW STREAM. (SEE DETAIL)
7. LIFT HOLES ARE PERMITTED.
8. INSIDE DROPS SHALL NOT BE DESIGNED TO EXCEED 1.80 FEET AND NOT CONSTRUCTED TO EXCEED 2.0 FEET. MAX. 8\"/>

STANDARD MANHOLE WITH CAST-IN LINER AND BASE LINER

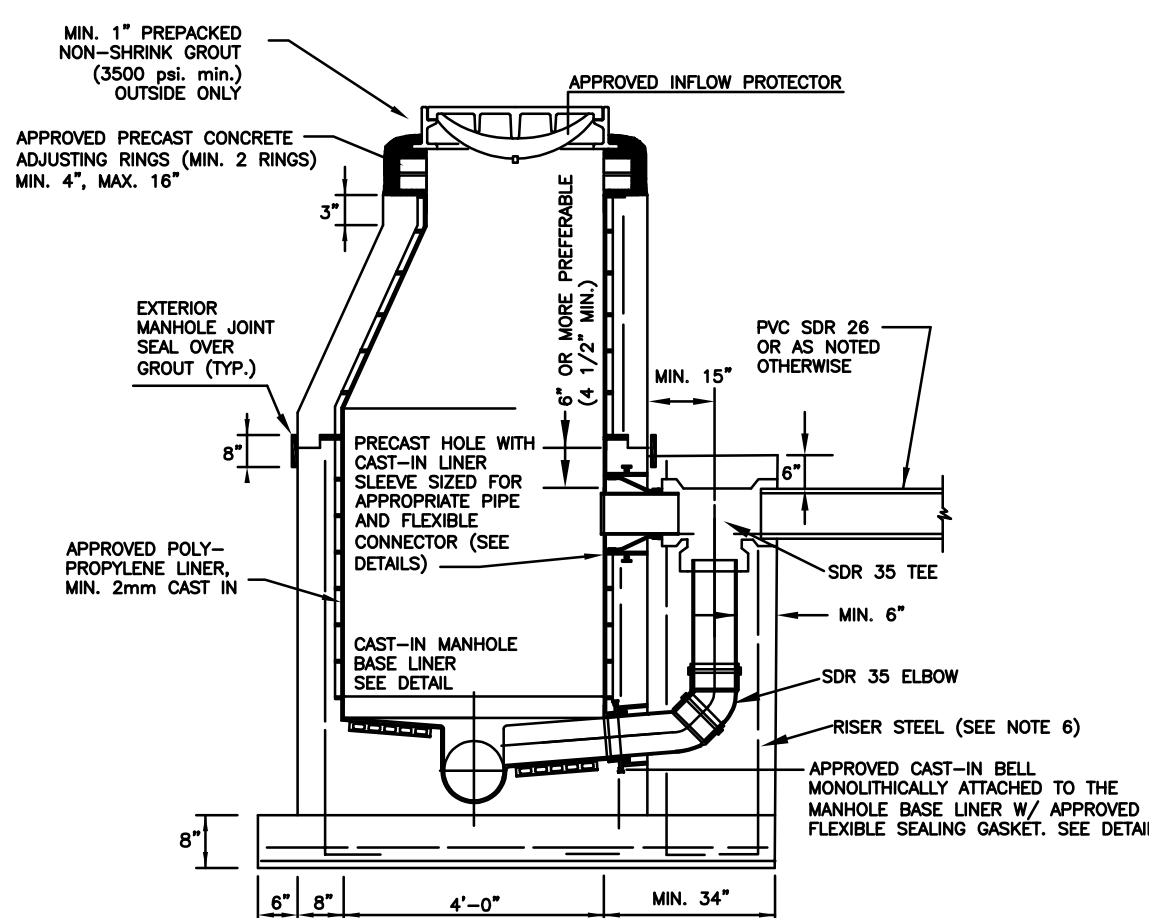
29S



NOTE: ALL CORRESPONDING STANDARD MANHOLE NOTES AND DETAILS SHALL APPLY.

SHALLOW MANHOLE WITH CAST-IN LINER AND BASE LINER

30S

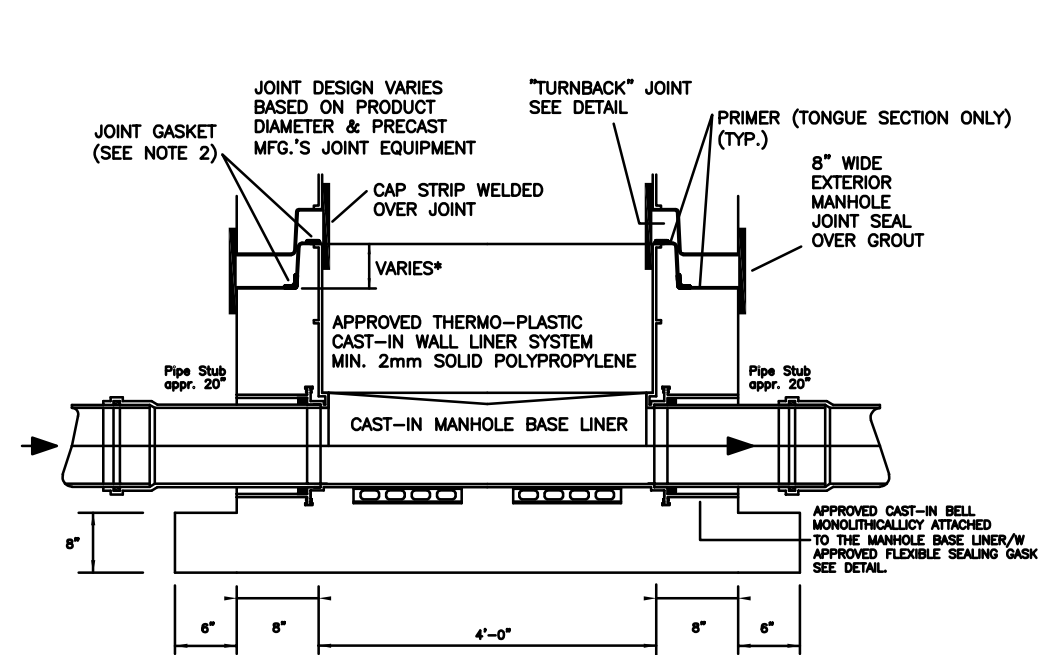


NOTES:

1. ALL DETAILS AND SPECIFICATIONS FOR "STANDARD MANHOLE WITH SOLID POLYPROPYLENE LINER SYSTEM" ARE APPLICABLE EXCEPT FOR REFERENCES TO DROP ASSEMBLY.
2. THE PRECAST BASE SHALL EXTEND FULLY UNDER THE DROP ASSEMBLY.
3. PRECAST DROP ENCASEMENT REQUIRED UP TO TOP EDGE OF 90 DEGREE ELBOW, BRICK AND CONCRETE RUBBLE ARE PERMITTED AS FILLER IN REMAINDER OF DROP ENCASEMENT.
4. DROP CONNECTIONS SHALL BE REQUIRED WHENEVER AN INFLUENT INVERT IS LOCATED 2.0 FEET OR MORE ABOVE THE MAIN INVERT CHANNEL. DROP CONNECTIONS SHOULD NOT BE DESIGNED FOR LESS THAN A 2.4 FOOT DROP.
5. PVC SDR 26 PIPE WITH PVC SDR 35 FITTINGS SHALL BE UTILIZED IN THE DROP ASSEMBLY.
6. DROP ENCASEMENT REINFORCING STEEL TO BE CAST IN PLACE WITH BASE (4 RODS) OR USE 4-1/2\"/>

OUTSIDE DROP MANHOLE WITH CAST-IN LINER AND BASE LINER

31S

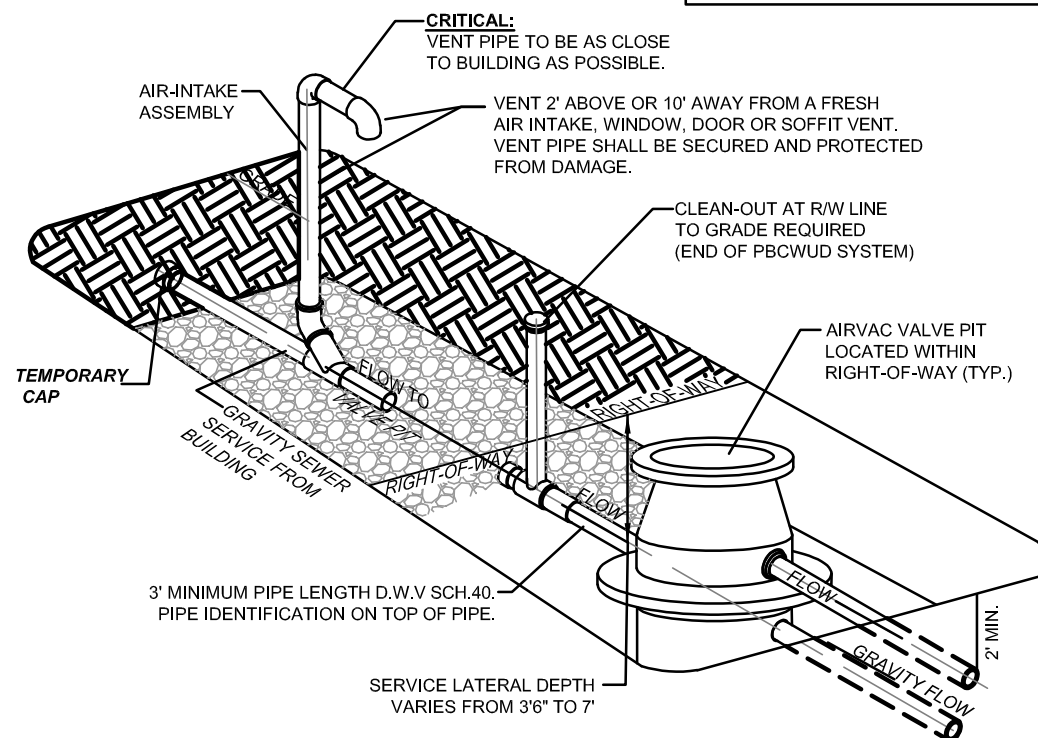
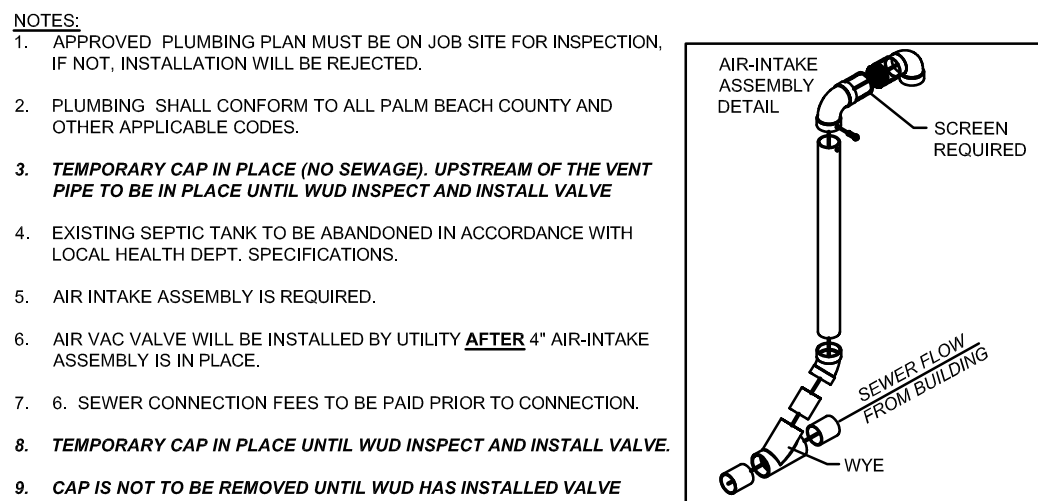


NOTES:

1. LINER WELDING SHALL BE PERFORMED EXCLUSIVELY BY LICENSED, CERTIFIED WELDERS.
2. SHOP DRAWINGS SHALL CALL OUT THE SIZE, TYPE AND POSITIONING OF THE APPROVED JOINT SEALANT.
3. PRIMER TO BE APPLIED BY THE PRECASTER (TONGUE SECTION ONLY).

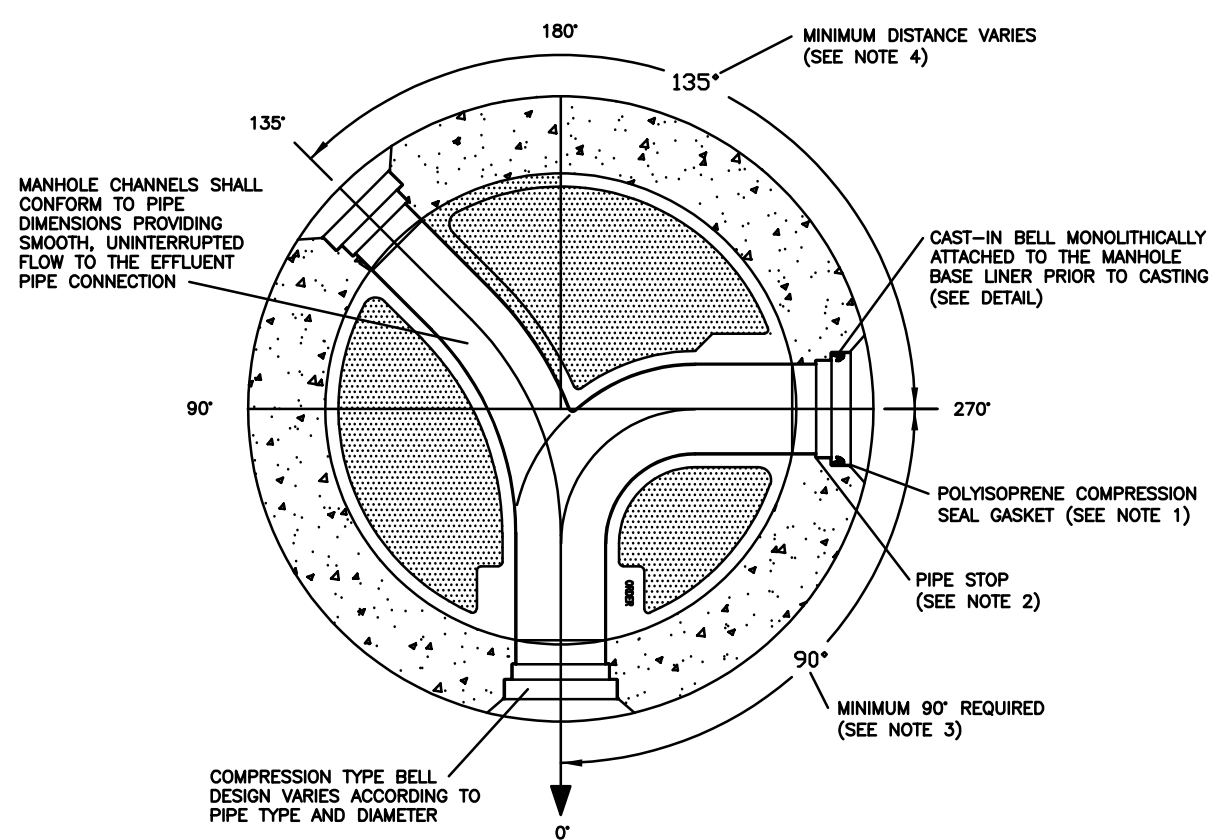
MANHOLE BASE SECTION

32S



TYPICAL WASTEWATER SERVICE INSTALLATION FOR VACUUM SEWER SYSTEM

82S

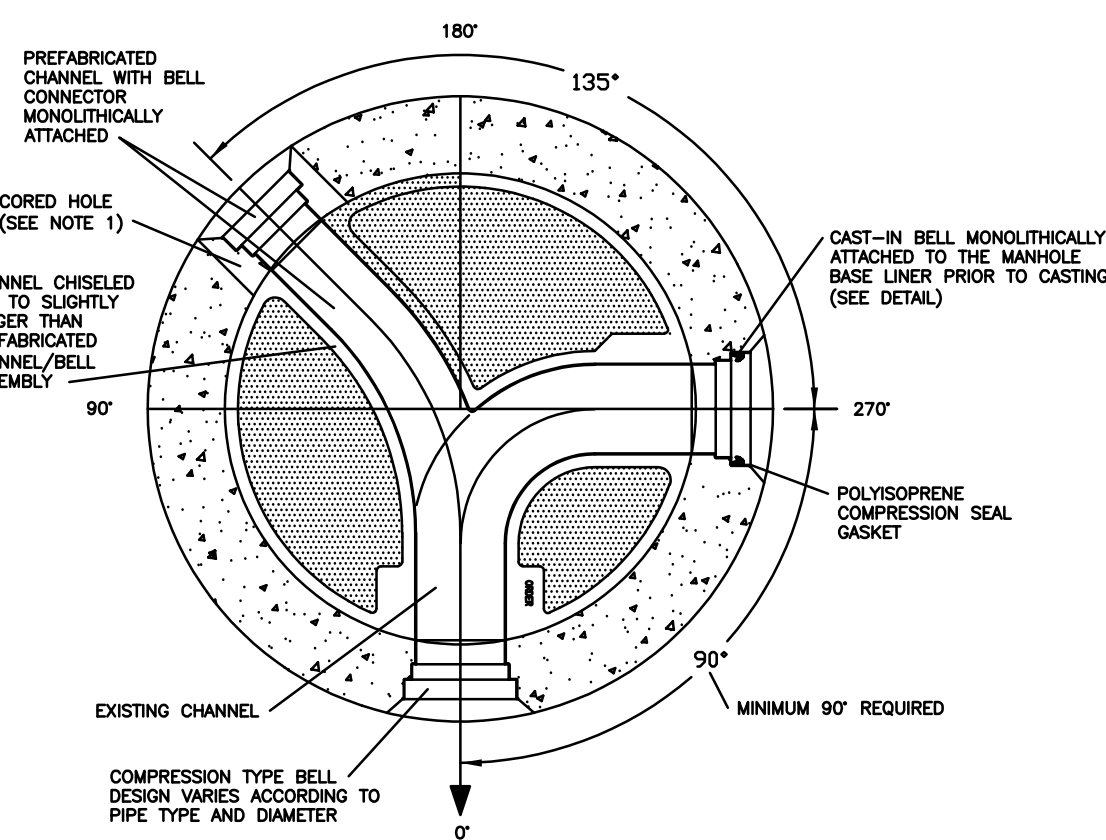


NOTES:

1. ONLY THE POLYISOPRENE GASKET PROVIDED BY THE MANHOLE BASE LINER MANUFACTURER SHALL BE USED IN COMPRESSION TYPE BELLS.
2. CONNECTION PIPES SHALL BE INSERTED COMPLETELY INTO THE BELL CONNECTOR FLUSH WITH THE PIPE STOP PROVIDING A SMOOTH TRANSITION FROM PIPE TO MANHOLE BASE LINER CHANNEL.
3. MINIMUM OF 90 DEGREES BETWEEN INCOMING, LEFT OR RIGHT OF OUTGOING PIPE. DISTANCE BETWEEN CONNECTIONS MAY VARY ACCORDING TO MANHOLE DIAMETER, PIPE SIZE AND TYPE.
4. MINIMUM DISTANCE BETWEEN INFLUENT PIPE CONNECTIONS MAY VARY AND SHALL BE SPECIFIED BY THE LINER MANUFACTURER ACCORDING TO MANHOLE AND/OR PIPE DIAMETER AND TYPE.

FLOW CHANNEL/PIPE CONNECTION TO NEW CAST-IN BASE LINER

33S

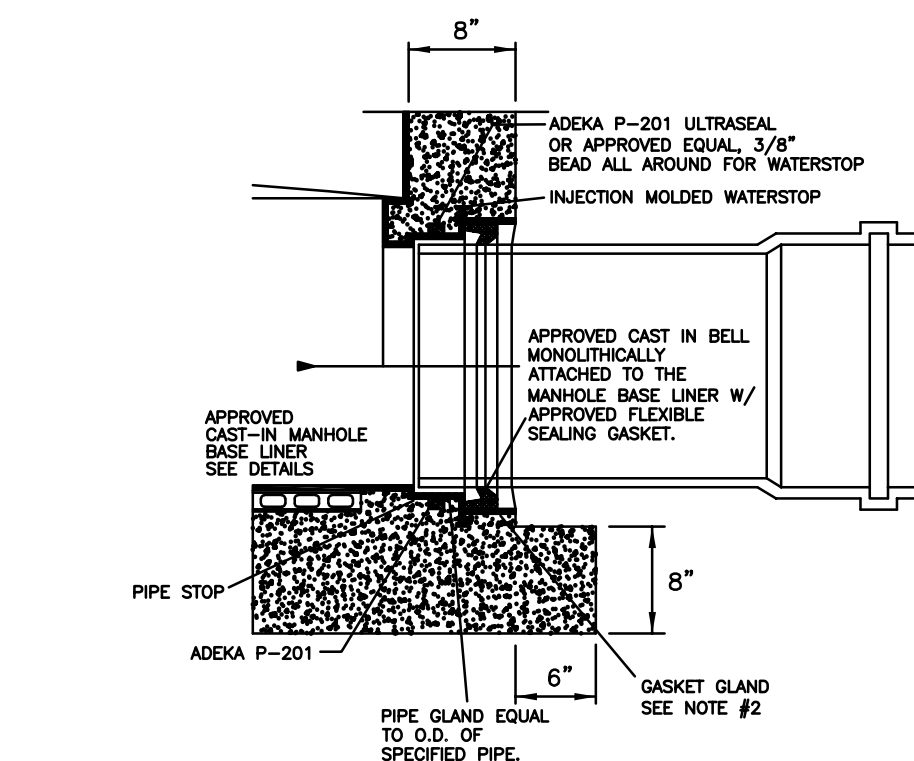


NOTES:

1. CORED OPENING AND CHANNEL DIAMETER PER CHANNEL/BELL MANUFACTURER REQUIREMENTS. SIZES SHALL BE SPECIFIED ON SHOP DRAWING.
2. ONLY AN APPROVED CHANNEL/BELL ASSEMBLY PROVIDED BY THE BASE LINER MANUFACTURER SHALL BE USED.
3. CHANNEL/BELL ASSEMBLY MUST BE COMPLETELY GROUTED IN PLACE USING AN APPROVED CEMENT.
4. UPON "SETTING" OF GROUT, THE NEW CHANNEL/BELL ASSEMBLY MUST BE JOINED TO THE EXISTING MANHOLE BASE LINER BY EITHER THERMO-PLASTIC WELDING OR FRP PATCH AS SPECIFIED BY BASE LINER MANUFACTURER.

FLOW CHANNEL/ PIPE CONNECTION TO EXISTING CAST-IN BASE LINER

34S



INSTALLATION:

1. CLEAN BELL REMOVING ANY EXCESS CONCRETE SLURRY OR DIRT INSIDE BELL.
2. INSTALL GASKET AS SHOWN.
3. LUBRICATE PIPE SPOUT AND SLIDE INTO BELL AND GASKET (UNTIL REACHING PIPE STOP. CHECK FOR WATERTIGHT CONNECTION. (VACUUM TESTING OR OTHER APPROVED METHOD).

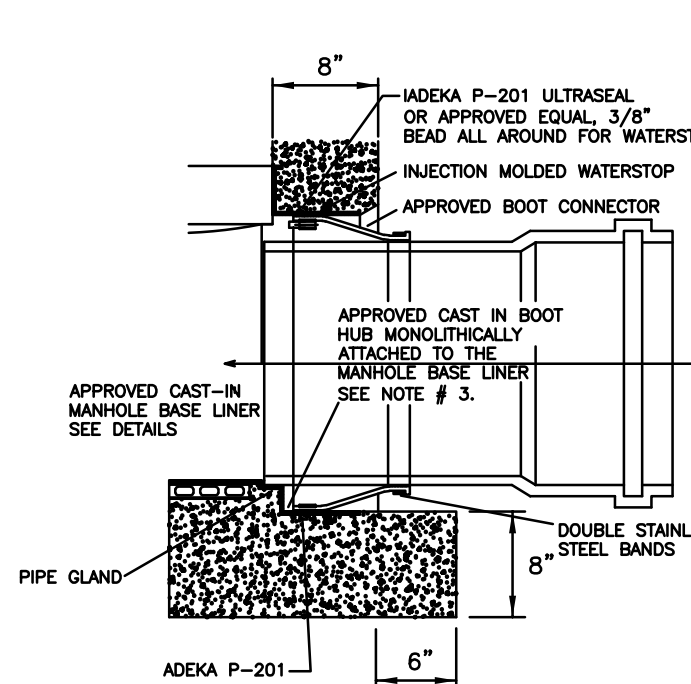
DO NOT LUBRICATE THE GASKET OR THE BELL

NOTES:

1. MANHOLE SHOP DRAWINGS SHALL IDENTIFY THE TYPE OF MANHOLE/PIPE CONNECTION.
2. ONLY THE POLYISOPRENE GASKET SUPPLIED BY THE BELL MANUFACTURER SHALL BE USED IN COMPRESSION TYPE BELLS.
3. BOOT HUB VARIES ACCORDING TO GASKET MANUFACTURER'S SPECIFICATION FOR SPECIFIC PIPE SIZE AND TYPE.
4. MANHOLE SHOP DRAWINGS MUST IDENTIFY THE PIPE SIZE, TYPE, GASKET TYPE AND HOLE SIZE.

PIPE TO MANHOLE CONNECTION DETAIL TYPE "A" (GASKET)

35S



INSTALLATION:

1. CLEAN BOOT HUB REMOVING ANY EXCESS CONCRETE SLURRY OR DIRT INSIDE BELL.
2. INSTALL RUBBER BOOT CONNECTOR (PER MANUFACTURER'S INSTRUCTIONS). WEDGE STYLE EXPANDER BOLTS MUST BE ALIGNED WITH THE "TOP" OF BOOT HUB ACCESS NOTCH.
3. PRE-METER PIPE END AS REQUIRED TO PREDETERMINED PIPE DEFLECTION ANGLE. MERELY "DE-BURST" PIPE END - DO NOT CHAMFER OR BEVEL PIPE END.
4. LUBRICATE SPOUT, OPEN PIPE METER, SLIDE INTO RUBBER BOOT CONNECTOR. "HOME" PIPE TO BASE LINER CHANNEL END; DEFLECT PIPE AS REQUIRED. INSPECT MANHOLE BASE INTERIOR FOR CHANNEL/PIPE INVERT ALIGNMENT AND SEAL TIGHTEN RUBBER BOOT CLAMP (PER MANUFACTURER'S INSTRUCTIONS).
1. CHECK FOR WATERTIGHT CONNECTION. (VACUUM TESTING OR OTHER APPROVED METHOD).

DO NOT LUBRICATE THE GASKET OR THE BELL

NOTES:

1. MANHOLE SHOP DRAWINGS SHALL IDENTIFY THE TYPE OF MANHOLE/PIPE CONNECTION.
2. ONLY THE POLYISOPRENE GASKET SUPPLIED BY THE BELL MANUFACTURER SHALL BE USED IN COMPRESSION TYPE BELLS.
3. BOOT HUB VARIES ACCORDING TO GASKET MANUFACTURER'S SPECIFICATION FOR SPECIFIC PIPE SIZE AND TYPE.
4. MANHOLE SHOP DRAWINGS MUST IDENTIFY THE PIPE SIZE, TYPE, GASKET TYPE AND HOLE SIZE.

PIPE TO MANHOLE CONNECTION TYPE "B" (BOOT)

36S

FORCE MAIN ENTERING MANHOLE

43S

WASTEWATER #4 STANDARD DETAILS

CONSULTANT:

DESIGNED BY: WUD

DRAWN BY: M. BUCKNER

CHECKED BY: J. LAMMERT

APPROVED BY: WUD

Palm Beach County
Water Utilities Department
P.O.Box 16097
West Palm Beach, FL 33416-6097

PROJECT NO.
22-

OXYGEN DEVELOPMENT



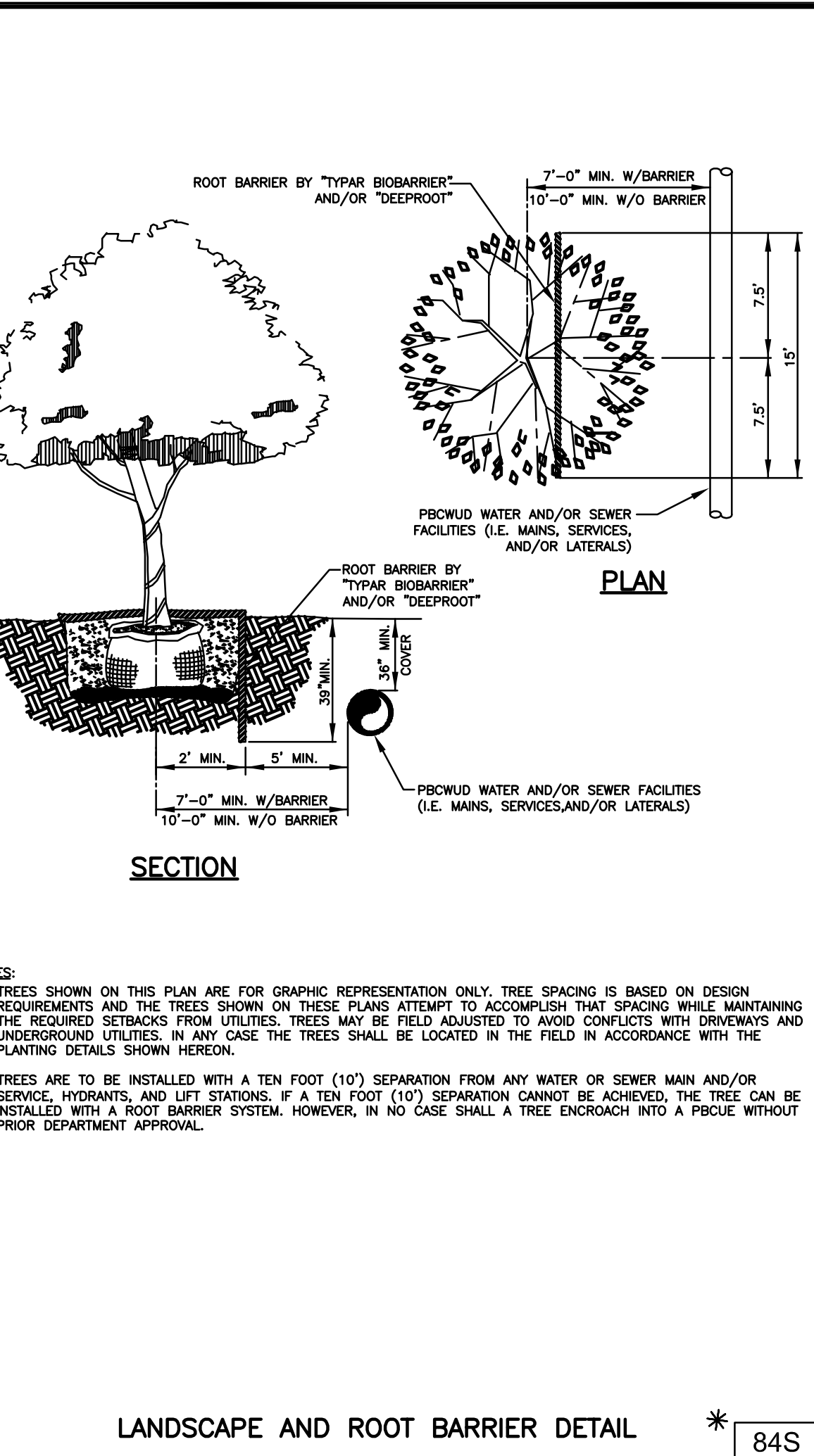
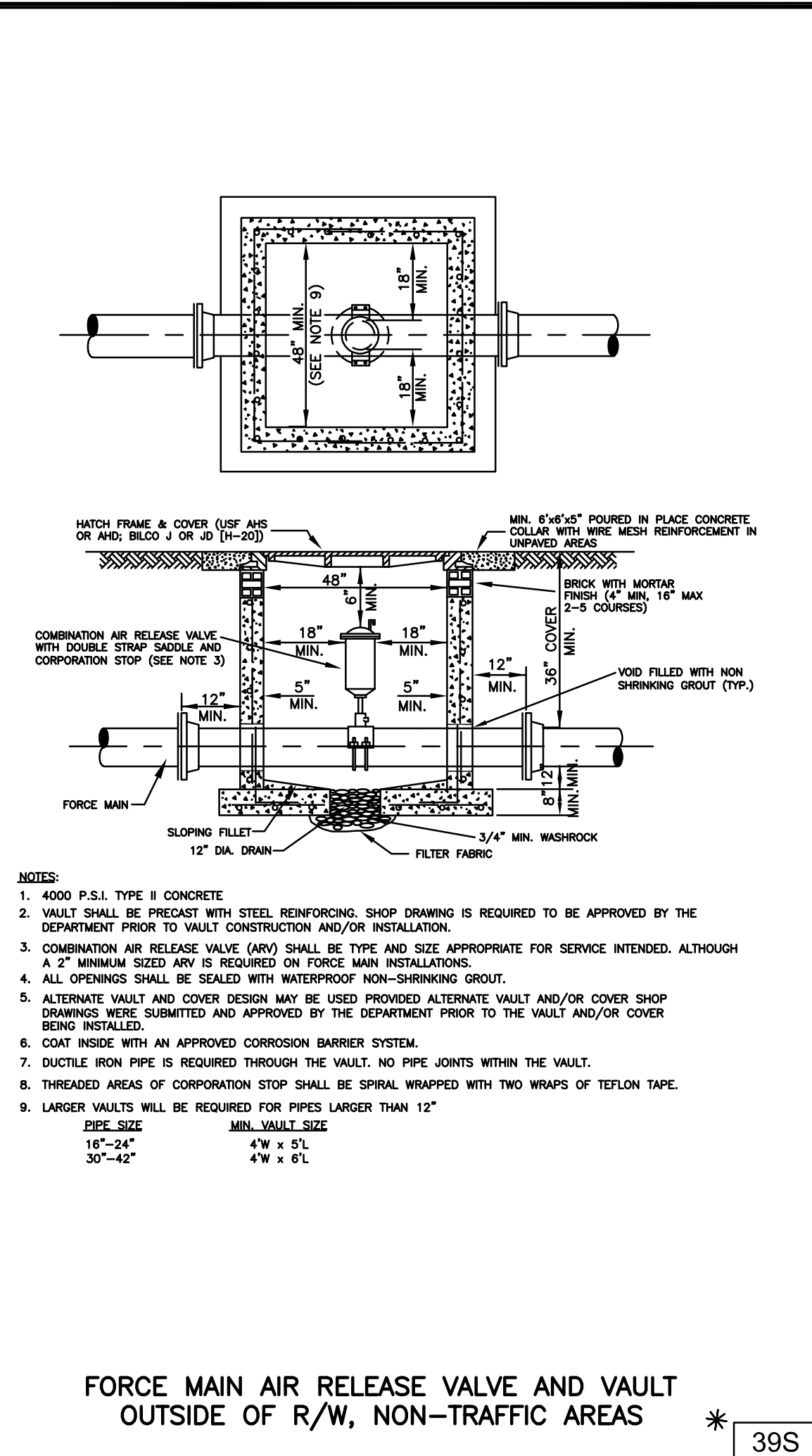
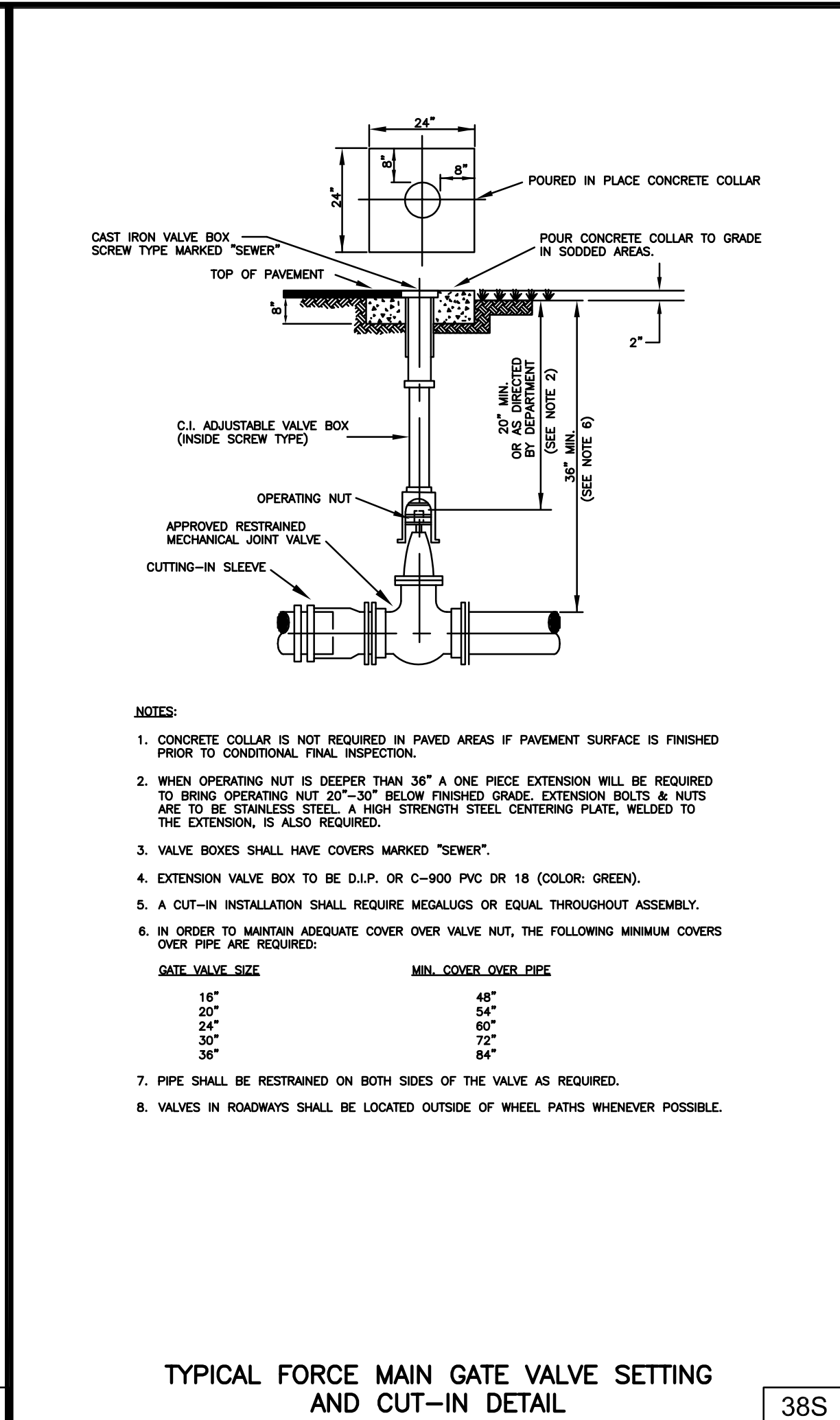
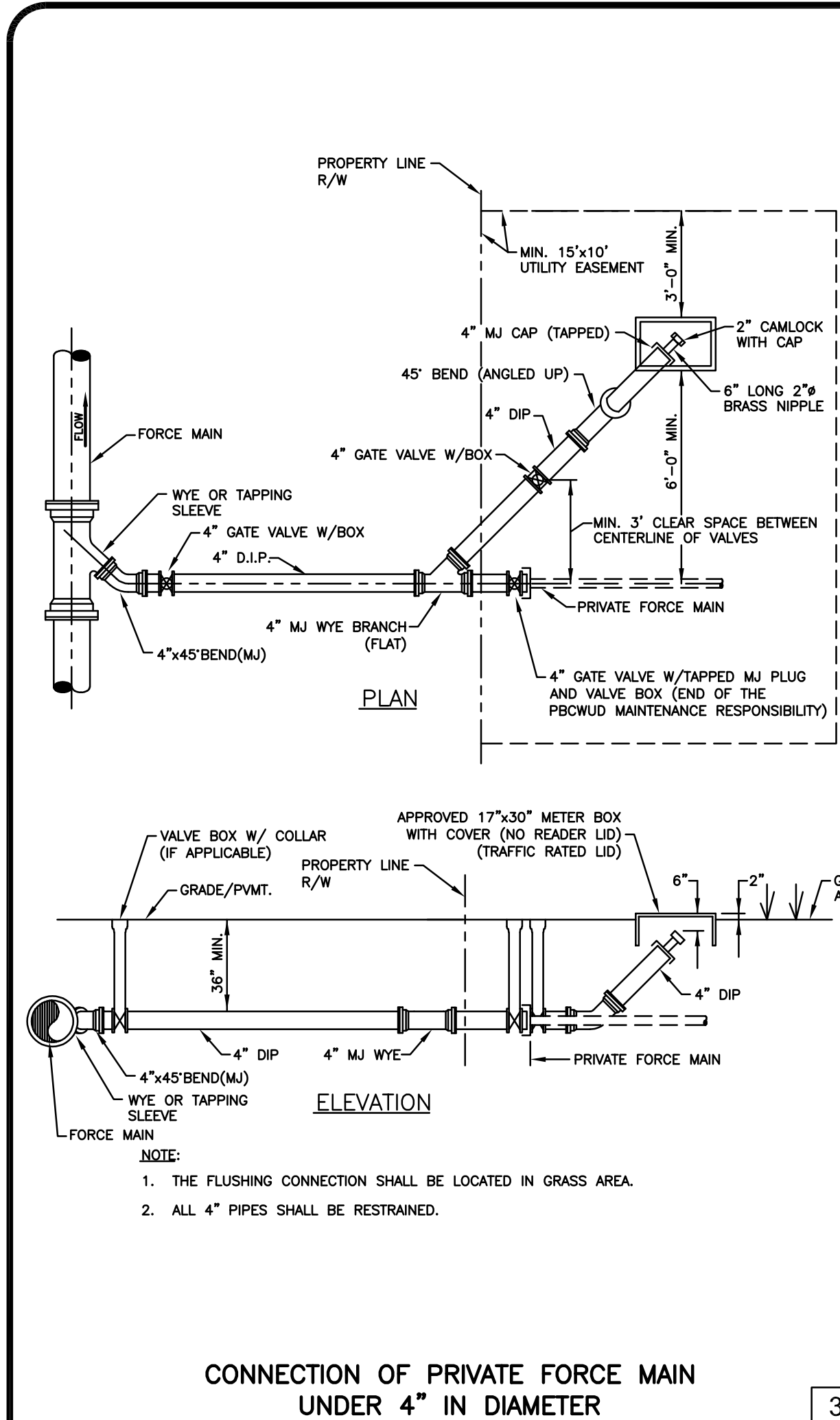
PALM BEACH COUNTY
WATER UTILITIES DEPARTMENT
P.O. BOX 16097
WEST PALM BEACH, FL 33416
(561)469-6000

NO.	DATE	REVISION / REMARKS
1	JUL	GENERAL REVISION
2	JUL	GENERAL REVISION
3	JUL	GENERAL REVISION
4	JUL	GENERAL REVISION
5	JUL	GENERAL REVISION
6	JUL	GENERAL REVISION
7	JUL	GENERAL REVISION
8	JUL	GENERAL REVISION
9	JUL	GENERAL REVISION
10	JUL	GENERAL REVISION

STD DETAILS

SHEET NUMBER
22 OF 23
SEAL

SCOTT M. GINTERT, P.E.
FLORIDA P.E. #84289
Jul 21, 2022



MECHANICAL THRUST RESTRAINT MINIMUM PIPE LENGTHS (FORCE MAINS)

41S

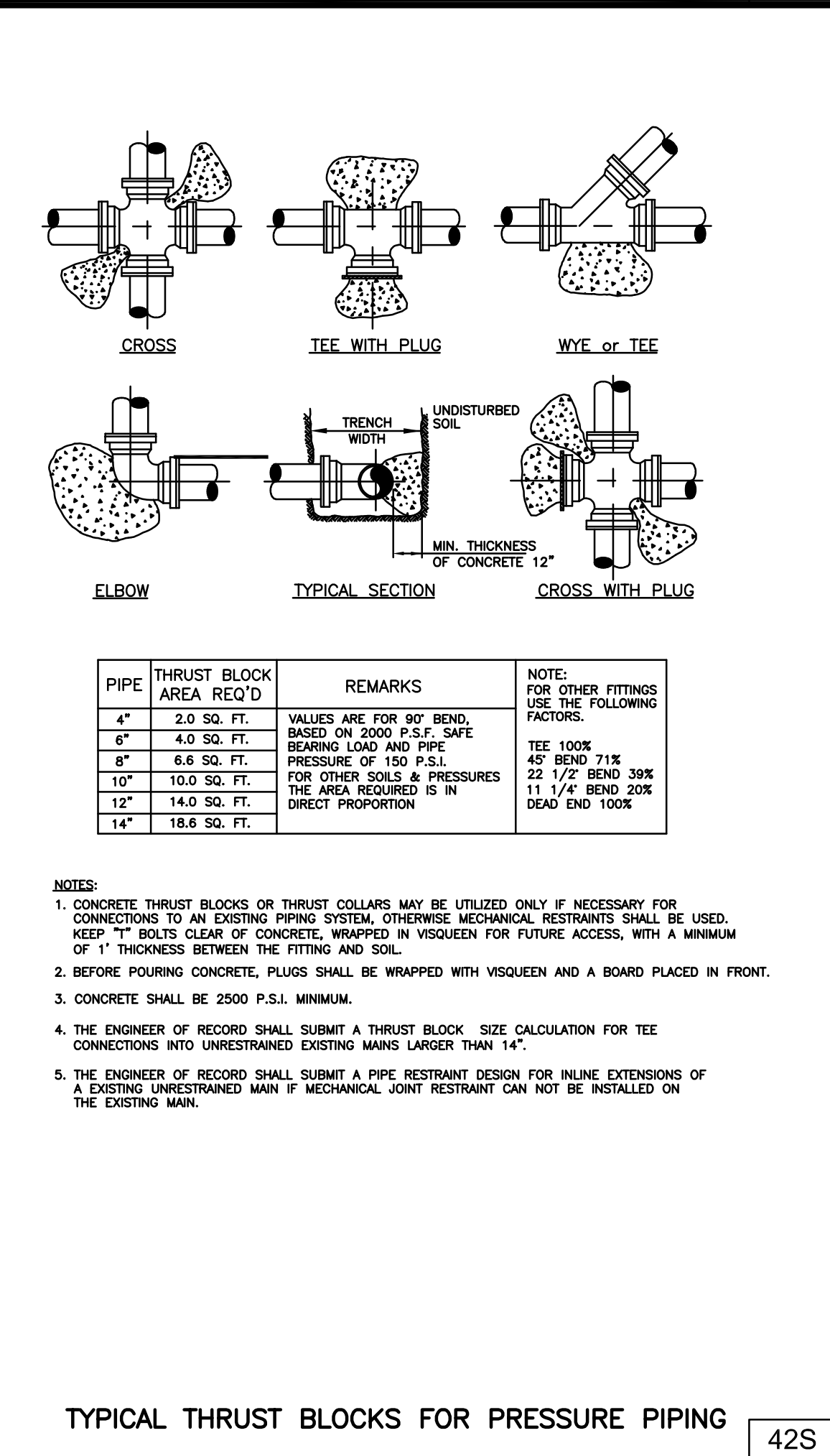
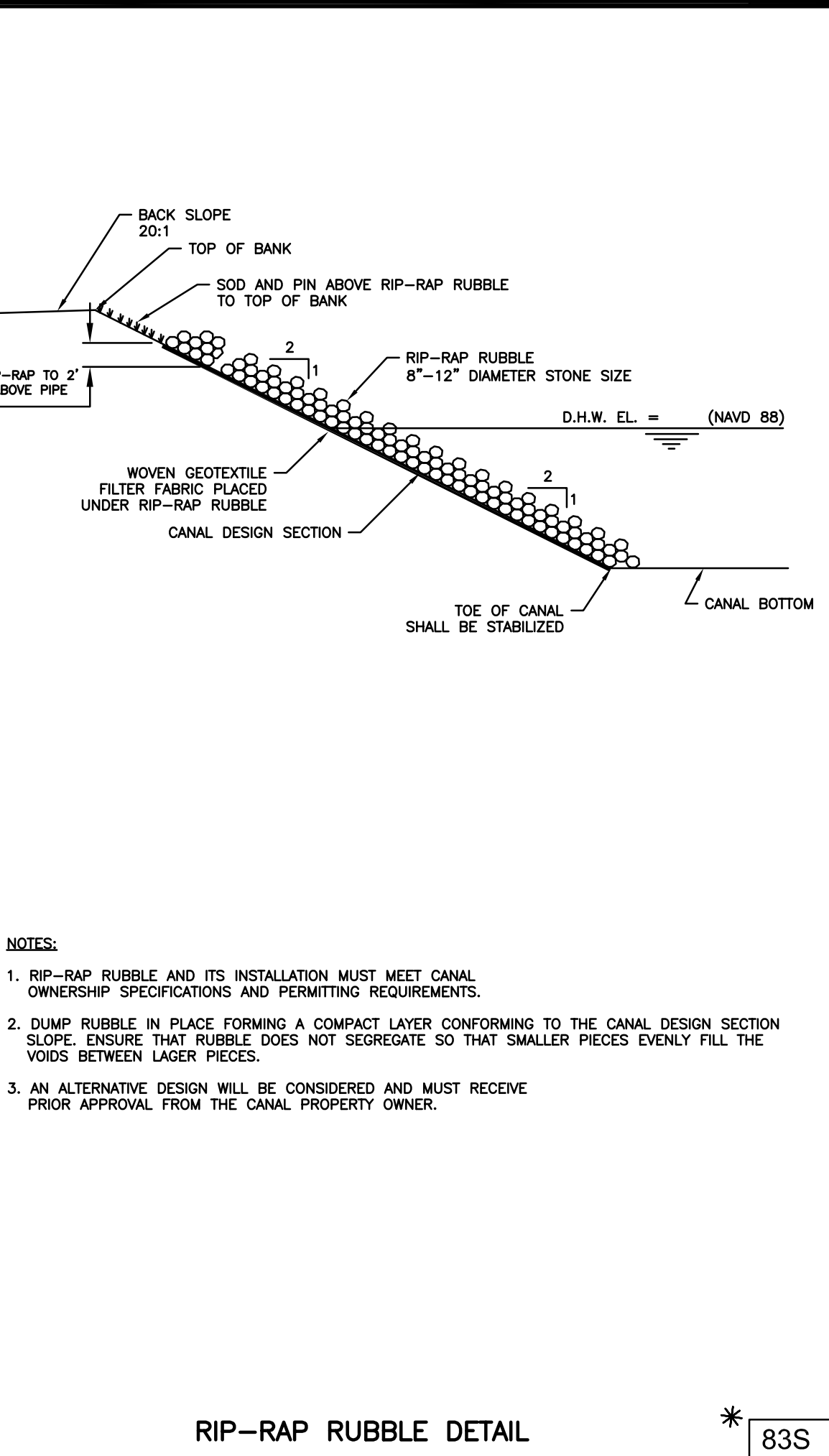
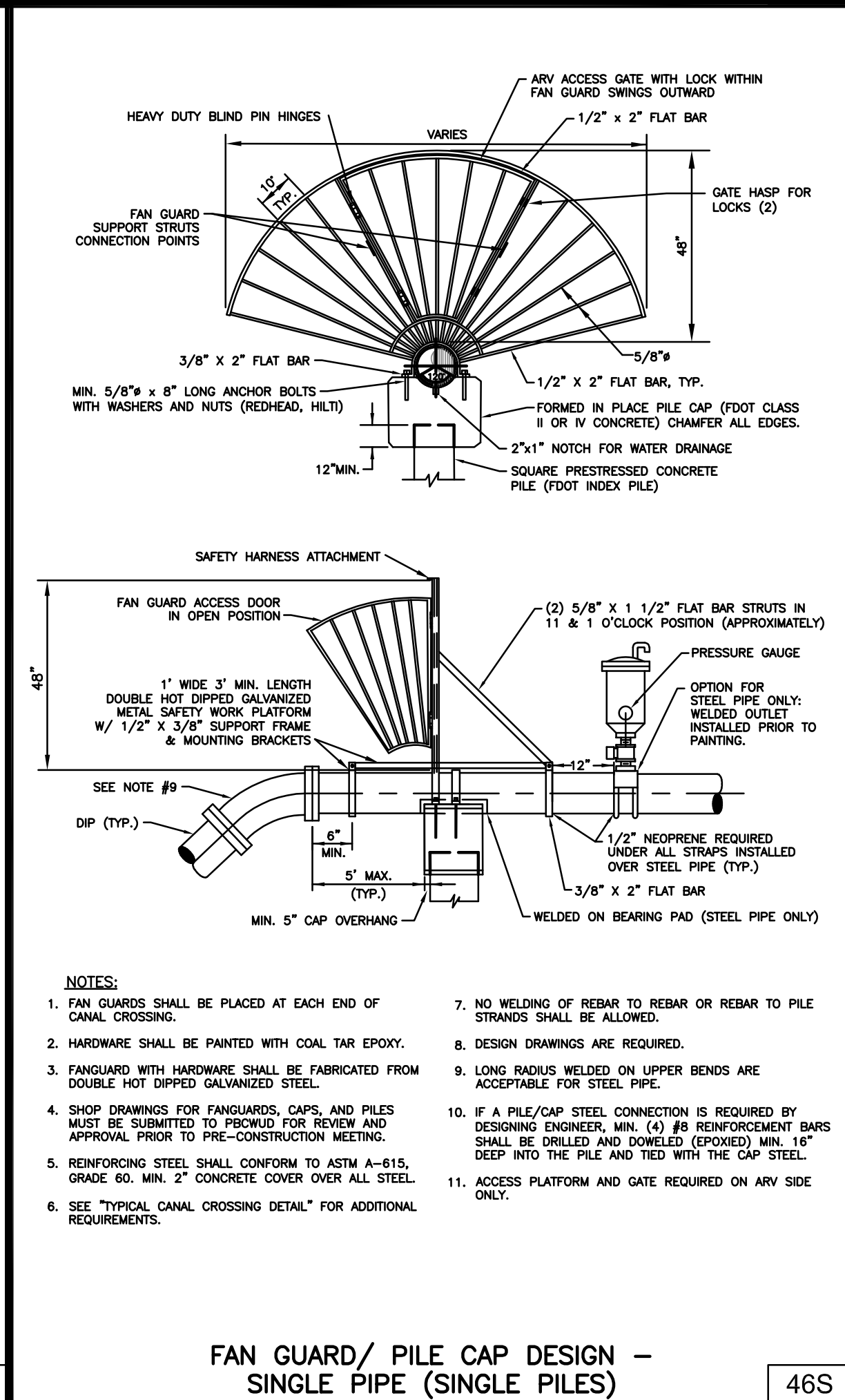
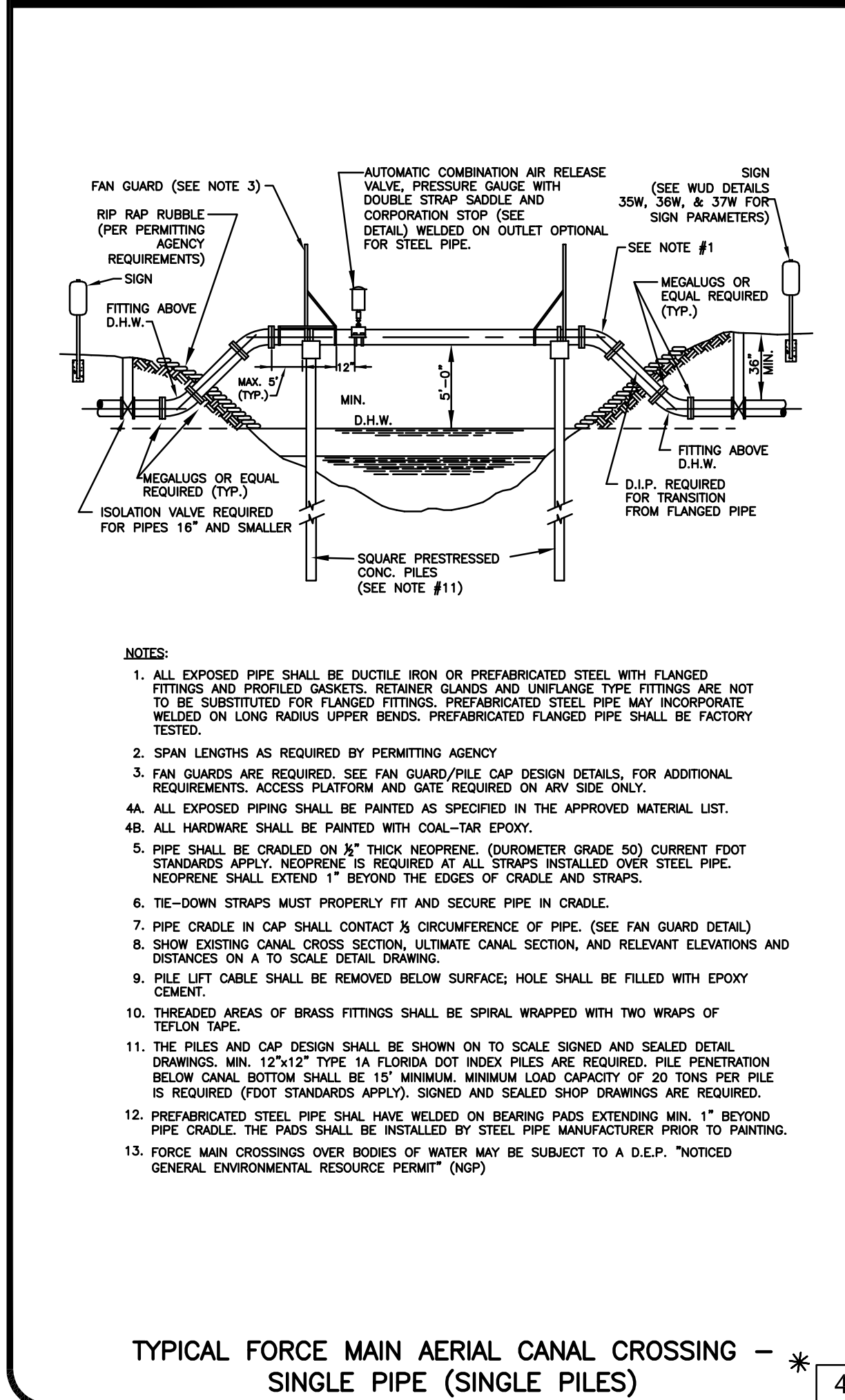
MIN. LENGTH OF PIPE (FEET) TO BE RESTRAINED

(SOURCES: EBAA IRON RESTRAINT LENGTH CALCULATION PROGRAM FOR PVC PIPE, RELEASE 3.1, AND DIPRA THRUST RESTRAINT FOR DUCTILE IRON PIPE, RELEASE 3.2)

FITTING TYPE	PIPE SIZE															
	4"	6"	8"	10"	12"	16"	20"	24"	30"	36"	42"	48"	60"	72"	84"	96"
90° HORIZ. BEND	14	20	25	30	35	45	54	62	73	84	93	101	114	125	134	140
45° HORIZ. BEND	6	8	11	13	15	19	22	26	30	35	38	42	48	54	60	66
22.5° HORIZ. BEND	3	4	5	6	7	9	11	12	15	17	18	20	24	27	30	33
11.25° HORIZ. BEND	1	2	3	4	5	6	7	8	9	10	11	12	14	16	18	20
90° VERT. OFFSET	29	41	53	64	74	95	115	134	160	185	207	228	261	294	327	360
45° VERT. OFFSET	12	19	24	29	34	39	48	56	66	77	86	94	108	123	138	153
22.5° VERT. OFFSET	6	9	12	14	17	19	23	27	32	37	41	45	53	60	67	74
11.25° VERT. OFFSET	3	4	5	6	7	8	9	10	11	12	13	14	17	19	21	23
PLUG (HEAD END)	32	45	59	70	83	107	129	151	180	207	228	261	294	327	360	400
IN-LINE VALVE	32	45	59	70	83	107	129	151	180	207	228	261	294	327	360	400
TEE (RESTRAINT)	4"	6"	8"	10"	12"	16"	20"	24"	30"	36"	42"	48"	60"	72"	84"	96"
REDUCER (LARGER RESTRAINT)	4"	6"	8"	10"	12"	16"	20"	24"	30"	36"	42"	48"	60"	72"	84"	96"

NOTES:

- THE DATA IN THE ABOVE TABLE ARE BASED UPON THE FOLLOWING INSTALLATION CONDITIONS:
 - SOIL TYPE-SAND
 - TEST PRESSURE-150 PSI
 - DEPTH OF BURY-3'
 - VERTICAL OFFSET-3'
 - TRENCH FACTOR-1.5
 - MINIMUM PIPE LENGTH ALONG TEE RUN-5'
- THE RESTRAINED PIPE LENGTHS APPLY TO DUCTILE IRON AND PVC PIPE.
- ALL JOINTS BETWEEN UPPER AND LOWER BENDS SHALL BE RESTRAINED.
- RESTRAINED PIPE LENGTHS APPLY TO PIPE ON BOTH SIDES OF WAIVES AND FITTINGS.
- MULTIPLY PIPE LENGTH BY 1.4 FOR POLYETHYLENE ENCASED PIPE.
- RESTRAINED PIPE LENGTHS EQUAL TO AN "IN-LINE VALVE" CONDITION ARE REQUIRED AT EACH END OF A TRANSITION FROM HOSE PIPE TO OTHER PIPE MATERIALS.
- DESIGN ENGINEER IS RESPONSIBLE FOR PROPER RESTRAINT PIPE LENGTH SIZING FOR THE PROJECT.



WASTEWATER MAIN CASING INSTALLATION

44S

WASTEWATER #5 STANDARD DETAILS

CONSULTANT:

DESIGNED BY: WUD

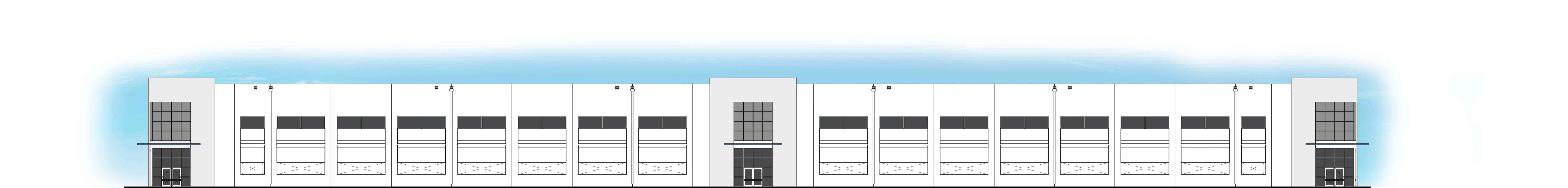
DRAWN BY: M. BUCKNER

CHECKED BY: J. LAMMERT

APPROVED BY: WUD

Palm Beach County
Water Utilities Department
P.O.Box 16097
West Palm Beach, FL 33416-6097

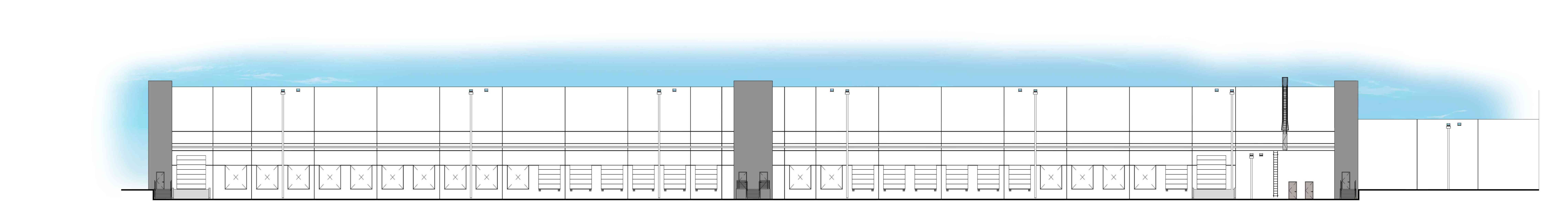
SCOTT M. GINTERT, P.E.
FLORIDA P.E. #84289
Jul 21, 2022



1

3/64" = 1'-0"

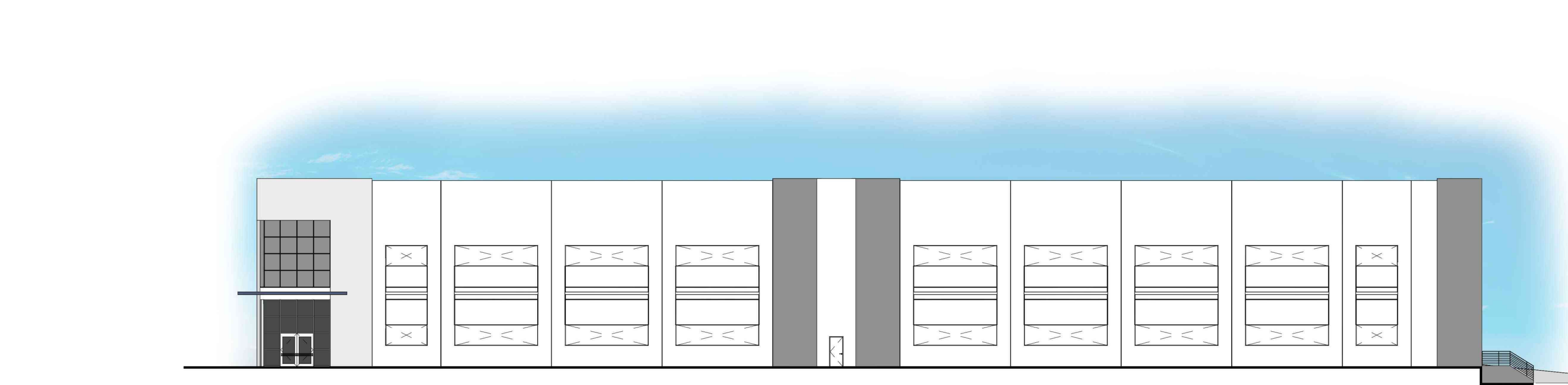
COLORED NORTH ELEVATION



2

3/64" = 1'-0"

COLORED SOUTH ELEVATION



3

3/64" = 1'-0"

COLORED WEST ELEVATION



4

3/64" = 1'-0"

COLORED EAST ELEVATION

PAINT COLOR LEGEND:

61	LIGHT GRAY: SW 7071 "GRAY SCREEN"
62	DARK GRAY: SW 7067 "CITYSCAPE"
W	WHITE: SW 7005 "PURE WHITE"
B	BLUE: SW 6538 "DIGNIFIED"

NOTES:

- ALL WINDOWS TO BE CLEAR ANODIZED ALUMINUM FRAMES WITH TINTED IMPACT GLASS, U.N.O.
- PROVIDE MEDIUM TEXTURED ACRYLIC COATING WITH INTEGRAL BASE BUILDING COLOR (TEXCOTE XL-70 OR APPROVED EQUAL) ON ALL EXTERIOR WALLS EXCEPT DOCK DOOR WALLS AND UTILITY ROOM WALLS
- ACCENT COLORS AND DOCK AREA WALLS TO BE PRIMED AND HAVE TWO (2) COATS OF COMMERCIAL QUALITY GRADE LATEX PAINT. WHERE DARK COLORS ARE USED, PROVIDE SATIN FINISH LATEX.
- ALL COLORS TO BE "SHERWIN WILLIAMS" EXTERIOR ACRYLIC LATEX OR APPROVED EQUAL.
- MISCELLANEOUS METALS INCLUDING EXTERIOR EXPOSED METALS (I.E HANDRAILS, LADDERS, BOLLARDS) TO HAVE ONE (1) COAT OF PRIMER AND TWO (2) COATS OF COMMERCIAL QUALITY GRADE ENAMEL PAINT.
- CONTRACTOR TO PROVIDE SAMPLES OF COLORS ON ACTUAL BUILDING FOR OWNER'S FINAL REVIEW.
- RETURN ALL REVEALS @ PANEL OVERLAPS, TYP.
- ALL EXTERIOR TILT UP WALLS TO RECEIVE TEX-COTE XL-70W. FINISHES AS FOLLOWS:
 - ENTRY PANEL: FINE
 - HORIZONTAL BAND: SMOOTH
 - MAIN BLDG PANELS: MEDIUM

OXYGEN INDUSTRIAL
OXYGEN DEVELOPMENT
PALM SPRINGS, FLORIDA

No.	DESCRIPTION	DATE

ALL DRAWINGS, SPECIFICATIONS AND RELATED DOCUMENTS ARE THE COPYRIGHT PROPERTY OF THE ARCHITECT AND MUST BE RETURNED UPON REQUEST. REPRODUCTION OF DRAWINGS, SPECIFICATIONS AND RELATED DOCUMENTS IN PART OR WHOLE IS FORBIDDEN WITHOUT THE ARCHITECT'S WRITTEN PERMISSION.

CONTRACTOR MUST CHECK AND VERIFY ALL DIMENSIONS AND FIELD CONDITIONS AND NOTIFY ARCHITECT/ENGINEER IMMEDIATELY OF ANY DISCREPANCIES.



HNM PROJECT NUMBER:	22.003
ISSUED DATE:	07/25/2022
SCALE:	As indicated
TITLE:	COLOR ELEVATIONS

DRAWING NUMBER:

A-4.1

November 3, 2022

To: Iramis Cabrera, VPS Planning, Zoning & Building Director

From: Tara Bamber, PE 

**Re: Oxygen Warehouse Expansion
Revised Site Plan Approval Letter
Engenuity Group Project No. 6001.130**

We have received the following through WeTransfer on 10-28-22:

1. Civil Plan, 23 sheets, revised 10-26-22, by Last Devenport, Inc.
2. Site Plan, 1 sheet (SP-1), revised 10-27-22, by Urban Design Studio.

We recommend Site Plan approval with the following conditions:

1. Additional comments shall be asked regarding the Surface Water Management Calculations, including but not limited to:
 - a. Remove all North Parcel references/calculations.
 - b. Revise the exfiltration trench length in the Post-Development Compensating Storage Table.
2. Demonstrate the perimeter berm is provided within the property.
3. Provide permits from applicable agencies including, but not limited to, LWDD, SFWMD, PBCWUD, PBC Fire Rescue, etc.
4. Additional comments shall be asked at time of Civil Plan review.

If you should have any questions, please give me a call at 561-655-1151.

Cc: Lisa Tropepe, PE



April 12, 2022

Bryan G. Kelley, P.E.
Simmons & White, Inc.
2581 Metrocentre Blvd, Suite 3
West Palm Beach, FL 33407

**RE: Oxygen Development
Project #: 220316
Traffic Performance Standards (TPS) Review**

Dear Mr. Kelley:

The Palm Beach County Traffic Division has reviewed the above referenced project Traffic Impact Statement, revised April 5, 2022, pursuant to the Traffic Performance Standards in Article 12 of the Palm Beach County (PBC) Unified Land Development Code (ULDC). The project is summarized as follows:

Municipality:	Palm Springs
Location:	West side of Congress Ave, about 800 north of Forest Hill Blvd
PCN:	70-43-44-07-37-006-0000 (additional PCNs in file)
Access:	As existing (one right-in/right-out and one right-in-left-in/right-out access driveway connections onto Congress Ave) <u>(As used in the study and is NOT necessarily an approval by the County through this TPS letter)</u>
Existing Uses:	General Office = 44,485 SF Warehouse = 166,878 SF
Proposed Uses:	Additional warehouse for a total of 327,478 SF
Project Daily Trips:	949
Project Peak Hour Trips:	111 (91/20) AM; 102 (22/80) PM
New Daily Trips:	252
New Peak Hour Trips:	25 (19/6) AM; 27 (7/20) PM
Build-out:	December 31, 2026

Based on our review, the Traffic Division has determined the proposed development does not have significant peak hour traffic impact (as defined in PBC TPS) on the roadway network and, therefore, meets the TPS of Palm Beach County.

Please note an FDOT conceptual driveway pre-approval letter must be provided for the access connections onto Congress Ave for the proposed land use.

Please note the receipt of a TPS approval letter does not constitute the review and issuance of a Palm Beach County Right-of-Way (R/W) Construction Permit nor does it eliminate any requirements that may be deemed as site related. For work within Palm Beach County R/W, a detailed review of the project will be provided upon submittal for a R/W permit application. The project is required to comply with all Palm Beach County standards and may include R/W dedication.

**Department of Engineering
and Public Works**

P.O. Box 21229
West Palm Beach, FL 33416-1229
(561) 684-4000
FAX: (561) 684-4050
www.pbcgov.com



**Palm Beach County
Board of County
Commissioners**

Robert S. Weinroth, Mayor

Gregg K. Weiss, Vice Mayor

Maria G. Marino

Dave Kerner

Maria Sachs

Melissa McKinlay

Mack Bernard

County Administrator

Verdenia C. Baker

"An Equal Opportunity
Affirmative Action Employer"



Bryan G. Kelley, P.E.
April 12, 2022
Page 2

No building permits are to be issued by the Village after the build-out date specified above. The County traffic concurrency approval is subject to the Project Aggregation Rules set forth in the Traffic Performance Standards Ordinance.

The approval letter shall be valid no longer than one year from date of issuance, unless an application for a Site Specific Development Order has been approved, an application for a Site Specific Development Order has been submitted, or the approval letter has been superseded by another approval letter for the same property.

If you have any questions regarding this determination, please contact me at 561-684-4030 or email HAkif@pbcgov.org.

Sincerely,

A handwritten signature in blue ink, appearing to read "Hanane Akif".

Hanane Akif, P.E.
Professional Engineer
Traffic Division

QB:HA:qg
cc:

Iramis Cabrera, Interim PZ&B Director, Village of Palm Springs
Quazi Bari, P.E., PTOE, Manager – Growth Management, Traffic Division

File: General - TPS - Mun - Traffic Study Review
F:\TRAFFIC\HA\MUNICIPALITIES\APPROVALS\2022\220316 - OXYGEN DEVELOPMENT.DOCX;



13081 S. MILITARY TRAIL
DELRAY BEACH, FLORIDA 33484-1105

Board of Supervisors
James M. Alderman
Stephen Bedner
Carrie P. Hill
Jeffrey P. Phipps, Sr.
John I. Whitworth III
Executive Director
Tommy B. Strowd, P.E.
District Counsel
Mark A. Perry, P.A.

October 28, 2022

Iramis Cabrera
Planning, Zoning & Building
Village of Palm Springs
226 Cypress Lane
Palm Springs, Florida 33461-1699

Subject: Oxygen Development Expansion
VSP Petition No. 22-006
SW Quad of L-7 Canal & Congress Ave
PCN: 70-43-44-07-37-007-0000 + others
LWDD Record No.: RI-22-0069

Dear Ms. Cabrera:

We have received your e-mail notification dated October 28, 2022, with the attached print of the subject site & engineering plans for review and compliance with Lake Worth Drainage District (LWDD) Operating Policies and we respectfully submit the following comments.

This application has been reviewed by Dave Bends; I can be reached at 561-819-5559 or dbends@lwdd.net. COMMENT

The following Lake Worth Drainage District (LWDD) comments are based on the site & engineering plans dated October 26, 2022. COMMENT

It appears the proposed parking lot on the north side of the L-7 Canal has been removed from the latest submitted plans, therefore, prior comments regarding the requirement for the conveyance of an additional right-of-way easement are no longer applicable at this time.

LWDD has no objection to the certification of the subject development project as all previous issues have been resolved.

Thank you for the opportunity to review and comment.

Sincerely,

A handwritten signature in black ink that reads "David A. Bends". The signature is written in a cursive, flowing style.

David A. Bends, P.S.M.
Project Surveyor



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450
June 16, 2022

JARED W. PERDUE, P.E.
SECRETARY

THIS PRE-APPLICATION LETTER IS VALID UNTIL – June 16, 2023
THIS LETTER IS NOT A PERMIT APPROVAL

Bryan Kelley
Simmons and White
2581 Metrocentre Boulevard
West Palm Beach

Dear Bryan Kelley:

RE: Pre-application Review for **Category C Driveway**, Pre-application Meeting Date: **June 16, 2022**
Palm Beach County - Palm Springs; SR 807; Sec. # 93006000; MP: 4.5; Access Class - 5;
Posted Speed - 40; SIS - Influence Area; Ref. Project: FM 409690.1-Yanique Kelly-MISCELLANEOUS CONSTRUCTION

Request:

Driveway 1: Right-in/right-out driveway on the west side of SR 807 adjacent to the north property line.

Driveway 2: Use existing right-in/left-in/right-out access on the west side of SR 807 approximately 430 feet south of Driveway 1.

SITE SPECIFIC INFORMATION

Project Name & Address: **Oxygen Development – 1525 S. Congress Avenue, Palm Springs**
Property Owner: **Simmons and White on behalf of owner; Parcel Size: 14.36 Acres**
Development Size: **Additional 158,600 SF Warehouse expansion to existing building. Existing: 166,878 SF Warehouse, 44,485 SF Office. Proposed: 327,478 SF Warehouse, 44,485 SF Office.**

WE APPROVE YOUR REQUEST

This decision is based on your presentation of the facts, site plan and survey - please see the conditions and comments below. You may choose to review this concept further with the District Access Management Review Committee (AMRC).

Conditions:

- **A minimum driveway length of 30 feet, as measured from the ultimate right-of-way line to the first conflict point shall be provided.**
- **If a gate is proposed, a minimum driveway length of 100 feet and a turnaround area before the gate are required.**

Comments:

- All driveways not approved in this letter must be fully removed and the area restored.
- A Drainage Permit is required for any stormwater impacts within FDOT right-of-way (i.e. increased runoff or reduction of existing storage).
- The applicant shall donate property to the Department if right-of-way dedication is required to implement the improvements.
- Dimensions between driveways are measured from the near edge of pavement to near edge of pavement and for median openings are measured from centerline to centerline unless otherwise indicated.

The purpose of this Pre-Application letter is to document the conceptual review of the approximate location of driveway(s) to the State Highway System and to note required improvements, if any. This letter shall be submitted with any further reviews and for permitting. The Department's personnel shall review permit plans for compliance with this letter as well as current Department standards and/or specifications. Final design must consider the existing roadway profile and any impacts to the existing drainage system. **Note, this letter does not guarantee permit approval.** The permit may be denied based on the review of the submitted engineering plans. Be aware that any approved median openings may be modified (or closed) in the future, at the sole discretion of the Department. For right-of-way dedication requirements go to: <https://osp.fdot.gov>; click on Statewide Permit News; Scroll down to District 4; Scroll down to Additional Information and Examples and choose Right-of-way Donations/Dedications.

Please contact the Access Management Manager - Tel. # 954-777-4363 or e-mail: D4AccessManagement@dot.state.fl.us with any questions regarding the Pre-Approval Letter and Permits Office - Tel. # 954-777-4383 with any questions regarding permits.

Sincerely,

Dalila Fernandez, P.E.
District Access Management Manager

cc: Jonathan Overton, P.E., Jerry Dean

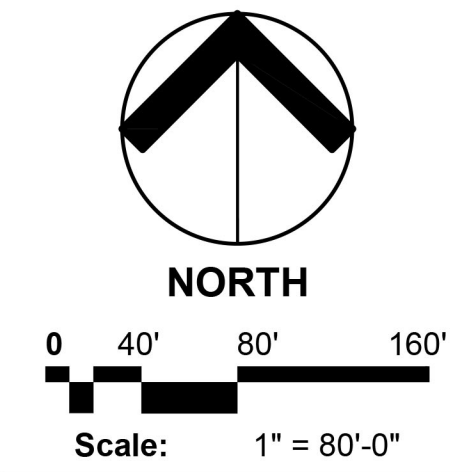
File: S:\Transportation Operations\Traffic Operations\Access Management\1. Pre-Apps and Variance\2022-06-16\5. 93006000 MP 4.5 SR 807_Oxygen Development\93006 MP 4.5 SR 807_Oxygen Development.docx

www.dot.state.fl.us



Oxygen Development

Palm Springs, Florida
Site Plan - EXHIBIT



Date: 09.2020
Project No.: 07-066.002
Designed By: JEB
Drawn By: JEB
Checked By: WJT

Revision Dates:
05-12-2022 SUBMITTAL
07-29-2022 SUBMITTAL
09-09-2022 RESUBMITTAL
09-20-2022 RESUBMITTAL
10-27-2022 RESUBMITTAL



HNM
HNM ARCHITECTURE

OXYGEN INDUSTRIAL

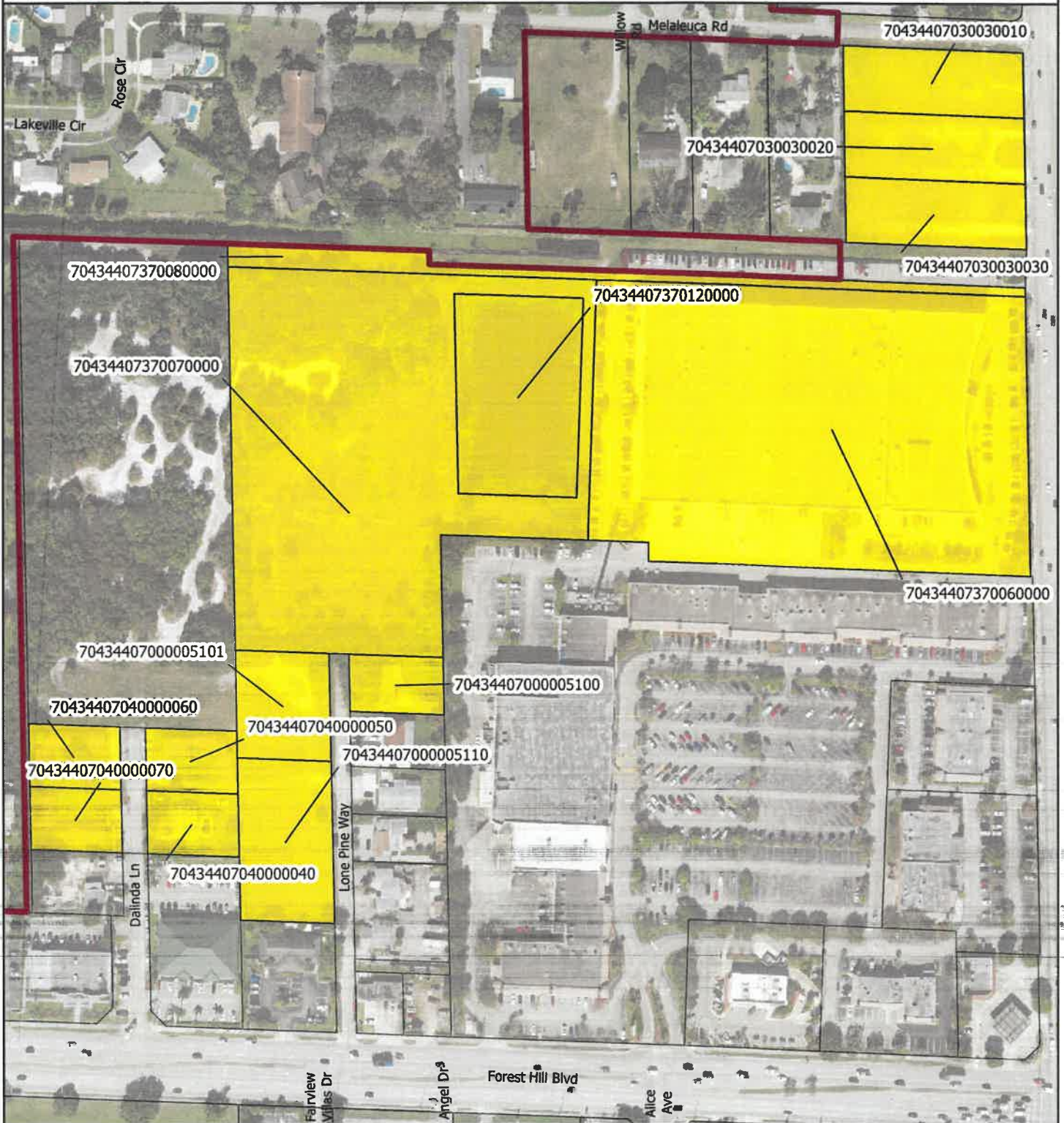


OXYGEN INDUSTRIAL



VILLAGE OF PALM SPRINGS

Oxygen Development



Legend

-  Proposed Parcels
-  Parcels
-  Village Boundary

Date: 10/26/2022

When Printed on 8 1/2" x 11"

1 Inch equals 250 feet

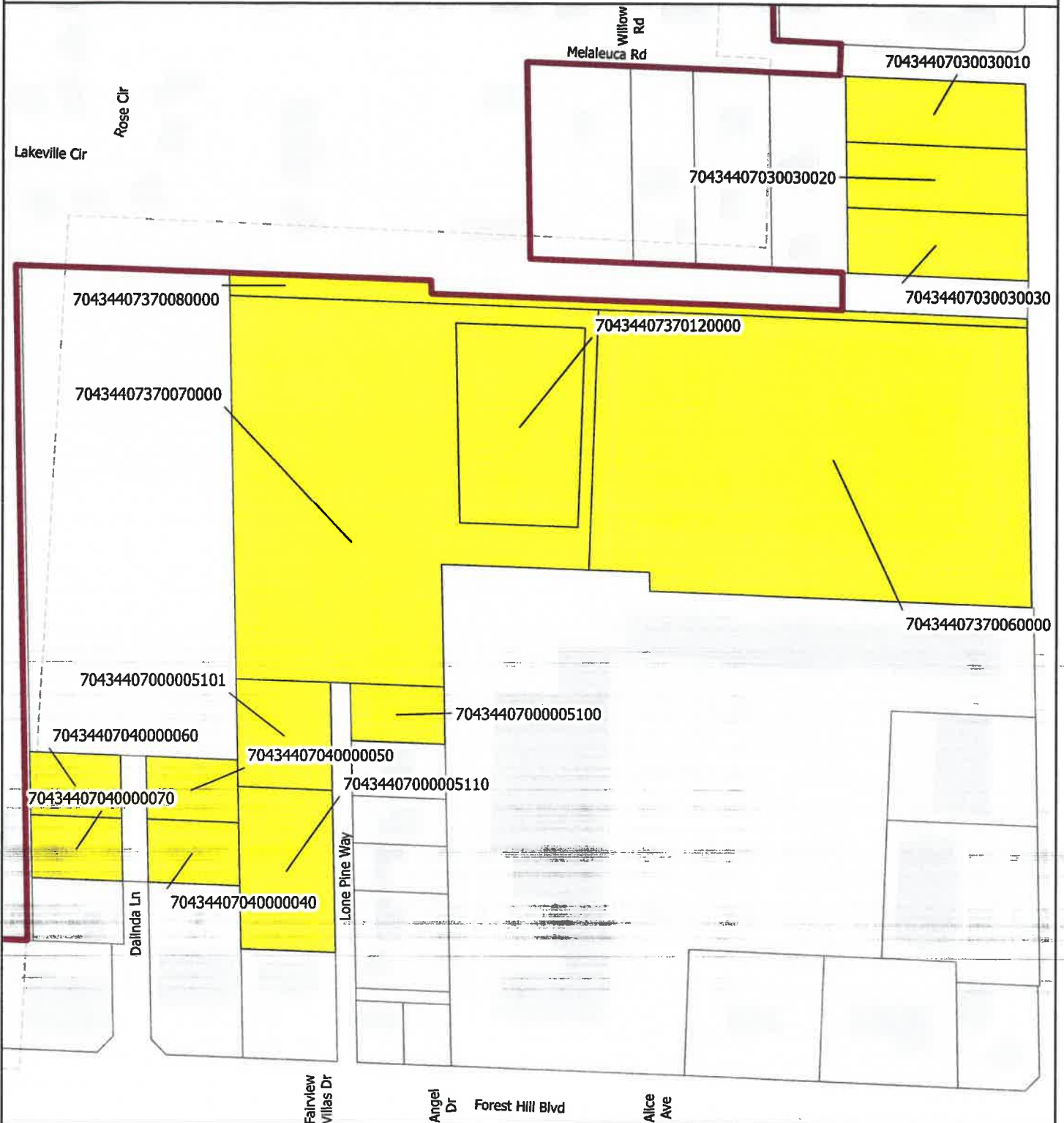
0 250
Feet

Florida Technical Consultants



VILLAGE OF PALM SPRINGS

Oxygen Development



Legend

-  Proposed Parcels
-  Parcels
-  Village Boundary

Date: 10/27/2022

When Printed on 8 1/2" x 11"
1 inch equals 250 feet

0 250
Feet

Florida Technical Consultants



Village of Palm Springs

Executive Brief

AGENDA DATE: January 12, 2023

DEPARTMENT: Planning, Zoning & Building

ITEM #15: Ordinance No. 2022- 13 - Village Code Amendment - Chapter 34 - Land Development - Article VI, Land Use, Section 34-890 - Home Occupations and Article IV, Signs, Section 34-328 - Wall, Under Canopy, and Window Signs.

SUMMARY: The Planning, Zoning, and Building Department are requesting an amendment to the Village Code - Chapter 34 - to amend Home Occupation regulations that have been in place since 1994 and, additionally, amend the sign regulations to allow and regulate signage for home-based businesses.

The Florida Legislature, in its 2021 session, passed House Bill CS/HB 403: Home Based Business, prohibiting local governments from taking specific actions relating to the licensure and regulation of home-based businesses, including specifying conditions under which a business is considered a home-based business; authorizing home-based businesses to operate in areas zoned for residential use; establishing those home-based businesses are subject to specific business taxes and allowing the prevailing party in challenges to recover specified attorney fees and costs.

House Bill 403 restricts local jurisdictions from overly regulating home-based businesses, but all businesses must establish compliance with all other local, state, and federal laws. In the Florida Statutes, Section 559.955 codifies the law that went into effect on July 1, 2021. To comply with state laws, the staff proposes amending the village code.

The current code regulates home occupations to restrict certain undesired businesses within a residential neighborhood and to keep those businesses within an appropriate zoning district. The new law prohibits regulation of these businesses, and more occupations will now be allowed to operate in residential zoning districts. Thus, the Village is amending its Home Occupations, Chapter 34, Article VI, Section 34-890, and concurrently amending the sign regulations, Chapter 34, Article IV, Section 34-328 to correspond with the statute.

Home occupations are an allowable accessory use in a residential dwelling unit and must conform to performance and design requirements that apply to all residential units. Before beginning any home occupation, you will need a local Business License and a Certificate of Use. In addition, zoning officials may be required to decide whether the home occupation is permitted.

Some of the principles that the staff recommendations are designated to address are the following:

1. Home occupations are allowed as an accessory use of the residential dwelling.

2. Home occupations cannot be the principal use of the dwelling unit. The occupant must live there and be involved in business activities, except for up to two employees, who may be independent contractors or employees.
3. Parking related to the business must comply with local zoning requirements and cannot generate more parking than is allowed at a similar residence without a business. In addition, vehicles used in connection to the home occupation must be legally parked and not located on the right-of-way or the sidewalk.
4. Architectural modifications to the residence must conform to the residential character and aesthetic of the neighborhood.
5. A maximum of one non-electrical sign shall be permitted to advertise the home occupation and shall not exceed two (2) square feet. No window signs are allowed.
6. No home occupation may occupy more than 20% of the gross floor area of a residence and, in no event, a total of more than 300 square feet. Any home occupation over 20% will be considered a principal use.

While the Village has designed the draft regulations to comply with state law, the new regulations are designed to mitigate adverse impacts on residential neighborhoods from a zoning perspective. Home occupations must still adhere to the building and fire regulations.

Ordinance No. 2022-13 was advertised in the Lake Worth Herald on December 29, 2022.

The Planning, Zoning & Building Department prepared the proposed ordinance and reviewed it with the Assistant Village Manager, Village Attorney, and the Village Code Enforcement Officers.

The Planning & Zoning Board considered the proposed ordinance during their meeting on November 22, 2022, and recommended approval.

The proposed Ordinance was approved on the 1st reading by the Village Council on December 8, 2022, and is being presented on the 2nd and final reading.

FISCAL IMPACT:

The proposed ordinance does not have a direct fiscal impact on the Village.

ATTACHMENTS:

1. Ordinance No. 2022-13 - Amending Sec. 34-890 - Home Occupations and Sec. 34-328 - Wall, Under Canopy and Window Signs
2. House Bill CS/HB 403 Home Business

ORDINANCE NO. 2022-13

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE VILLAGE CODE OF ORDINANCES AT CHAPTER 34 LAND DEVELOPMENT, ARTICLE VI, LAND USE, SECTION 34-890, HOME OCCUPATIONS; AMENDING CHAPTER 34, LAND DEVELOPMENT, ARTICLE IV, SIGNS, SECTION 34-328, WALL, UNDER CANOPY AND WINDOW SIGNS; AND PROVIDING FOR CODIFICATION, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs, Florida (the "Village") is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Village has historically regulated home occupations, otherwise known as home-based businesses;

WHEREAS, the Florida Legislature recently enacted Chapter 2021-202, Laws of Florida, codified as § 559.955, Florida Statutes, with an effective date of July 1, 2021;

WHEREAS, new § 559.955, Florida Statutes, prohibits local governments, including the City from regulating home-based businesses in any manner inconsistent with the terms of such statute; and

WHEREAS, this proposed ordinance amends Section 34-890 of the Village Code of Ordinances to conform to § 559.955, Florida Statutes; and

WHEREAS, this proposed ordinance also amends Section 34-328 of the Village Code of Ordinances, to allow for and regulate signage for home-based businesses; and

WHEREAS, the Village Council has reviewed the recommended revisions and has determined that it is in the best interest of the public health, safety and general welfare of the Village to adopt this ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA:

Section 1. The foregoing recitals are incorporated herein as true and correct findings of fact of the Village Council, and serve as a basis for adoption of this Ordinance.

Section 2. Chapter 34 "Land Development", Article VI, "Land Use," sec. 34-890, "Home Occupations" is hereby amended as follows (words added are underlined; deletions are ~~stricken~~):

Sec. 34-890. - Home occupations.

Home occupations shall be permitted only in residential land development districts as an accessory use and only when a local business tax receipt is issued by the village. Before any local business tax receipt may be issued, such home occupation must first meet each of the following requirements:

(1) The home occupation shall require a local business tax receipt to be issued by the ~~land development director~~ Planning, Zoning and Building Department and shall be conducted within the residential premises and only by the person who is licensed to do so and who is also a resident of the premises. The individual shall be permitted to engage not more than ~~one~~ two employees to assist in the home occupation who do not reside at the dwelling unit and may have additional remote employees who do not work at the dwelling unit. In no such case shall more than one local business tax receipt be issued to any person at one time.

(2) ~~There shall be no~~ Any interior or exterior alterations made to the in the residential dwelling to accommodate a home-based business must conform to the residential character and architectural aesthetics of the neighborhood of the premises in connection with such home occupation. Home hobbies are in no way restricted by these regulations

(3) No home occupation shall occupy more than 20 percent of the gross floor area of a residence, exclusive of any porch, attached garage or similar space not suited for or intended to be occupied as living quarters; provided, however, in no event shall the home occupation occupy more than 300 square feet. Any home occupation over 20% will be considered a principal use. Outdoor storage, including storage in carports, is prohibited unless it is not visible from right-of-way, street, or neighboring property.

(4) No goods or materials pertaining to such home occupation shall be sold or displayed on the premises, except articles made on the premises.

(5) No chemical, mechanical, electrical or professional equipment that is not normally a part of domestic or household equipment shall be used for commercial purposes. Machinery which causes interference in radio or television reception shall be prohibited.

(6) ~~No~~ A maximum of one nonelectrical sign shall be permitted to advertise the home occupation, as provided in sec. 34-328(c) of this Code. No merchandise or articles shall be displayed for advertising purposes. No window signs are allowed.

(7) Goods and materials pertaining to such home occupation shall be stored in compliance with sections 10-3 and 10-4 of this Code.

(8) Retail transactions associated with the home occupation may be conducted only in the principal structure and not within any accessory structure.

(9) No home occupation shall generate vehicular traffic in excess of two vehicles concurrently nor more than ten vehicles per day.

(a) Parking requirements pertaining to such home occupation shall be in compliance with section 34-913 and 34-914 of this Code.

(b) Vehicles and trailers used in connection with the business must be parked in legal parking spaces and not within the right-of-way, on or over a public sidewalk or on unimproved surfaces at the residence. Heavy equipment used in connection with the business must be parked and stored so it is not visible from the street or neighboring property. Heavy equipment means commercial, industrial, or agricultural vehicles, equipment, or machinery.

(10) No home occupation may create noise, vibration, heat, smoke, glare, fumes, or noxious odors in excess of those normally expected at a similar dwelling unit where no business is conducted. No home occupation may use, store, or dispose of any corrosive, combustible, or other hazardous or flammable materials or liquids in excess of those normally expected at a similar dwelling unit where no business is conducted.

(11) The property owner, agent and occupant shall be jointly and individually responsible in all enforcement matters.

(12) In addition to any other submittals required for a home occupational license, the applicant shall also submit the following:

(a) Location of dwelling unit where the home occupation will be conducted

(b) Total floor area of the dwelling unit

(c) Area of room or rooms to be utilized in the conduct of the home occupation

(d) A sketch with dimensions showing the floor plan and the area to be utilized for the conduct of the home occupation

(e) A written description of the exact nature of the home occupation; and

(f) The Zoning Official may require a site plan indicating the location of all improvements.

Other Requirements. Issuance of a business license and certificate of use for a home occupation does not waive or supersede any county, state, or federal regulations pertaining to the home occupation. Any applicant for a home occupation must obtain requisite approvals or fulfill the obligations imposed by a county, state or federal agency.

Section 4. Chapter 34 “Land Development”, Article IV, “Signs,” sec. 34-328, “Wall, under-canopy and window signs” is hereby amended as follows (words added are underlined; deletions are stricken):

Sec. 34-328. - Wall, under-canopy and window signs.

(a) *Wall signs -- commercial uses.* The maximum permitted area for a wall sign shall be determined by use of the following formula:

(1) The basic factor shall be the square footage of the building face fronting on a public street right-of-way. Such square footage is computed by multiplying the height of the building, including parapets, not to exceed 30 feet, by the width of the building, by a constant, as provided in the following table:

Building Height	Primary Frontage Constants	Secondary Frontage Constants	
		Commercial and Multifamily Areas	One-Family and Two-Family Residential Areas
10' or less	0.14	0.07	0.04
More than 10', up to 20'	0.12	0.06	0.03
More than 20'	0.10	0.05	0.02

Example: A building 60 feet (front) wide, 35 feet high and 80 feet deep, on a corner lot, with the secondary frontage facing a commercial area:

$60' \times 30' = 1,800$ square feet $\times 0.10 = 180$ square feet sign area (primary frontage)

$80' \times 30' = 2,400$ square feet $\times 0.05 = 120$ square feet sign area (secondary frontage)

Example: A building 30 feet (front) wide, 15 feet high and 30 feet deep, on a corner lot, with the secondary frontage facing a residential area:

$30' \times 15' = 450$ square feet $\times 0.12 = 54$ square feet sign area (primary frontage)

$30' \times 15' = 450$ square feet $\times 0.06 = 27$ square feet sign area (secondary frontage)

(2) When a building fronts on more than one street, one building face shall be considered the primary frontage (usually the street address side) and the other face shall be considered as secondary frontage.

(3) When there is more than one use in any building, each use shall be permitted a wall sign for each frontage attached to the building, and a proportional percentage of the area of the whole allowable wall signage.

(4) When one face of a building fronts on a street and a second face fronts on an internal or external driveway, then the building face fronting on the street shall be considered as the only frontage.

(5) Buildings which simultaneously front on two major roadways, such as Congress Avenue, Tenth Avenue North, Military Trail, Lake Worth Road and Forest Hill Boulevard, shall be considered to have two primary frontages.

(b) *Under-canopy signs.* In addition to other signage permitted in the commercial land development districts, tenants of shopping centers shall be permitted to erect an illuminated or nonilluminated under-canopy sign, which shall not exceed one sign per tenant, a maximum of six-inch letters and a total area of six square feet.

(c) *Wall signs – One-family and two-family residential uses.* One wall sign not to exceed two (2) square feet may be placed next to the primary entrance of any single family or two-family dwelling unit where an authorized home occupation is located.

(ed) *Window signs.* In addition to other signage permitted in the commercial land development districts, nonresidential principal uses shall be permitted to erect non illuminated window signs, which shall not exceed 25 percent of the aggregate window area. All sign materials must be semi-permanent. Paper, cardboard, etc., are prohibited. No window sign shall be permitted to obscure any means of ingress or egress to the store. Entry doors to a business shall be considered clear zones for security and safety purposes and shall remain:

(1) Clear of any window signs/graphics, with the exception of text for the business name, address, and hours of operation, which shall not exceed three square feet in area; and

(2) Free of dark tint that obscures view into the business.

Sign placement on windows shall allow for a clear and unobstructed view from outside the building to the interior along a normal line of sight when viewing the cash register and sales transaction area. Light banding of windows is prohibited. A business is allowed one electronic "OPEN" sign, which must provide a static message and shall not exceed three square feet, and shall contain no other message.

Section 5. Codification. The sections of the ordinance shall be made a part of the Village Code of Laws and ordinances and may be re-numbered or re-lettered to accomplish such, and the word “ordinance” may be changed to “section”, “division”, or any other appropriate word.

Section 5. Repeal of Conflicting Ordinances. All Ordinances, Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed.

Section 6. Severability. If any word, clause, sentence, paragraph, section, or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

Section 7. Effective Date. This Ordinance shall become effective immediately upon adoption.

Council Member _____, offered the foregoing Ordinance, and moved its adoption. The motion was seconded by Council Member _____, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	☐	☐	☐
PATTI WALLER, VICE MAYOR	☐	☐	☐
GARY READY, MAYOR PRO TEM	☐	☐	☐
JONI BRINKMAN, COUNCIL MEMBER	☐	☐	☐
DOUG GUNTHER, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, the ____ day of _____, 2023.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

First Reading: _____

Second Reading: _____

ATTEST:

BY: _____
KIMBERLY WYNN, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

ENROLLED

CS/HB 403, Engrossed 1

2021 Legislature

1
2 An act relating to home-based businesses; creating s.
3 559.955, F.S; prohibiting local governments from
4 taking certain actions relating to the licensure and
5 regulation of home-based businesses; specifying
6 conditions under which a business is considered a
7 home-based business; defining the term "heavy
8 equipment"; authorizing home-based businesses to
9 operate in areas zoned for residential use; specifying
10 that home-based businesses are subject to certain
11 business taxes; authorizing adversely affected current
12 or prospective home-based business owners to challenge
13 certain local government actions; authorizing the
14 prevailing party in such challenge to recover
15 specified attorney fees and costs; providing that
16 certain existing and future residential association
17 declarations and documents are not superseded by the
18 act; providing that certain local laws, ordinances, or
19 regulations are not are not superseded; providing an
20 effective date.

21
22 Be It Enacted by the Legislature of the State of Florida:

23
24 Section 1. Section 559.955, Florida Statutes, is created
25 to read:

ENROLLED

CS/HB 403, Engrossed 1

2021 Legislature

26 559.955 Home-based businesses; local government
27 restrictions.—

28 (1) Local governments may not enact or enforce any
29 ordinance, regulation, or policy or take any action to license
30 or otherwise regulate a home-based business in violation of this
31 section.

32 (2) A home-based business that operates from a residential
33 property as provided in subsection (3):

34 (a) May operate in an area zoned for residential use.

35 (b) May not be prohibited, restricted, regulated, or
36 licensed in a manner that is different from other businesses in
37 a local government's jurisdiction, except as otherwise provided
38 in this section.

39 (c) Is only subject to applicable business taxes under
40 chapter 205 in the county and municipality in which the home-
41 based business is located.

42 (3) For purposes of this section, a business is considered
43 a home-based business if it operates, in whole or in part, from
44 a residential property and meets the following criteria:

45 (a) The employees of the business who work at the
46 residential dwelling must also reside in the residential
47 dwelling, except that up to a total of two employees or
48 independent contractors who do not reside at the residential
49 dwelling may work at the business. The business may have
50 additional remote employees that do not work at the residential

ENROLLED

CS/HB 403, Engrossed 1

2021 Legislature

51 dwelling.

52 (b) Parking related to the business activities of the
53 home-based business complies with local zoning requirements and
54 the need for parking generated by the business may not be
55 greater in volume than would normally be expected at a similar
56 residence where no business is conducted. Local governments may
57 regulate the use of vehicles or trailers operated or parked at
58 the business or on a street right-of-way, provided that such
59 regulations are not more stringent than those for a residence
60 where no business is conducted. Vehicles and trailers used in
61 connection with the business must be parked in legal parking
62 spaces that are not located within the right-of-way, on or over
63 a sidewalk, or on any unimproved surfaces at the residence.
64 Local governments may regulate the parking or storage of heavy
65 equipment at the business which is visible from the street or
66 neighboring property. For purposes of this paragraph, the term
67 "heavy equipment" means commercial, industrial, or agricultural
68 vehicles, equipment, or machinery.

69 (c) As viewed from the street, the use of the residential
70 property is consistent with the uses of the residential areas
71 that surround the property. External modifications made to a
72 residential dwelling to accommodate a home-based business must
73 conform to the residential character and architectural
74 aesthetics of the neighborhood. The home-based business may not
75 conduct retail transactions at a structure other than the

ENROLLED

CS/HB 403, Engrossed 1

2021 Legislature

76 residential dwelling; however, incidental business uses and
77 activities may be conducted at the residential property.

78 (d) The activities of the home-based business are
79 secondary to the property's use as a residential dwelling.

80 (e) The business activities comply with any relevant local
81 or state regulations with respect to signage and equipment or
82 processes that create noise, vibration, heat, smoke, dust,
83 glare, fumes, or noxious odors. Any local regulations on a
84 business with respect to noise, vibration, heat, smoke, dust,
85 glare, fumes, or noxious odors may not be more stringent than
86 those that apply to a residence where no business is conducted.

87 (f) All business activities comply with any relevant
88 local, state, and federal regulations with respect to the use,
89 storage, or disposal of any corrosive, combustible, or other
90 hazardous or flammable materials or liquids. Any local
91 regulations on a business with respect to the use, storage, or
92 disposal of any corrosive, combustible, or other hazardous or
93 flammable materials or liquids may not be more stringent than
94 those that apply to a residence where no business is conducted.

95 (4) Any adversely affected current or prospective home-
96 based business owner may challenge any local government action
97 in violation of this section. The prevailing party in a
98 challenge may recover reasonable attorney fees and costs
99 incurred in challenging or defending the action, including
100 reasonable appellate attorney fees and costs.

ENROLLED

CS/HB 403, Engrossed 1

2021 Legislature

101 (5) The application of this section does not supersede:

102 (a) Any current or future declaration or declaration of
103 condominium adopted pursuant to chapter 718, cooperative
104 document adopted pursuant to chapter 719, or declaration or
105 declaration of covenant adopted pursuant to chapter 720.

106 (b) Local laws, ordinances, or regulations related to
107 transient public lodging establishments, as defined in s.
108 509.013(4)(a)1., that are not otherwise preempted under chapter
109 509.

110 Section 2. This act shall take effect July 1, 2021.



Village of Palm Springs

Executive Brief

AGENDA DATE: January 12, 2023

DEPARTMENT: Administration

ITEM #16: (Second Reading) Ordinance No. 2022-14 - Village Code Amendment - Chapter 2 - Local State of Emergency

SUMMARY: Administration proposes text amendments to Chapter 2 "Administration" to modify the procedures by which a local state of emergency is declared in the Village.

Currently, a meeting of the Village Council is required in order to enact or authorize the Village Manager to enact a local state of emergency. In most cases, this is an emergency meeting due to an impending threat. Garnering a physical quorum of the Village Council for an emergency meeting cannot be conducted as expeditiously as needed for an imminent threat.

The proposed ordinance provides that a local state of emergency can be enacted by the Mayor (Vice Mayor or Mayor Pro Tem in the case of absences). This procedure is utilized in many Palm Beach County cities, including West Palm Beach, Jupiter, Delray Beach, Boca Raton, Lake Park, and Greenacres. The Village needs the ability to declare an emergency when an incident arises (such as an airplane crash or other mass casualty event, hazardous chemical spill, or civil disturbance) that necessitates immediate emergency response/protective and recovery activities and coordination with external agencies.

The proposed ordinance is the first step in modifying emergency response procedures to allow the Village to be more nimble and positioned for State or Federal assistance.

Ordinance No. 2022-14 was advertised in the Lake Worth Herald on December 29, 2022.

The proposed ordinance was prepared by the Assistant Village Manager and reviewed by the Village Attorney.

The proposed ordinance was approved on 1st reading by the Village Council on December 8, 2022, and is being presented for consideration on the 2nd and final reading.

FISCAL IMPACT:

Proposed Ordinance No. 2022-14 does not have a direct fiscal impact on the Village.

ATTACHMENTS:

1. Ordinance No. 2022-14 Amending Chapter 2 - Local State of Emergency

ORDINANCE NO. 2022-14

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING CHAPTER 2 “ADMINISTRATION”, ARTICLE I, “IN GENERAL”, AT SECTION 2-2 “EMERGENCY POWERS OF THE VILLAGE MANAGER”, TO MODIFY THE PROCESS FOR DECLARING A STATE OF EMERGENCY; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Village of Palm Springs, Florida (the “Village”) is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, pursuant to Chapters 252 and 870, Florida Statutes, the Village Council of the Village of Palm Springs has the power and authority to undertake emergency measures and emergency management powers during a state of emergency; and

WHEREAS, the Village desires to modify the process by which a local state of emergency may be declared; and

WHEREAS, the Village Council has reviewed the recommended procedural modifications and has determined that they serve a valid public purpose and are in the best interest of the public health, safety and general welfare of the Village and its residents.

NOW, THEREFORE, THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA HEREBY ORDAINS, AS FOLLOWS:

Section 1. . Recitals. The foregoing recitals are hereby affirmed and ratified as if fully set forth herein.

Section 2. Chapter 2 “Administration,” Article I, “In General,” Section 2-2, “Emergency Powers of the Village Manager,” shall be amended to read as follows (words ~~stricken~~ are deletions; words underlined are additions):

Sec. 2-2. – Emergency Powers of the Village Manager.

- (a) In the event of a natural, technological or manmade emergency, as defined in F.S. § 252.24, or in the event of an act of violence, riot or public disorder as set forth in F.S. §870, the Mayor, or Vice Mayor in the Mayor's absence, or Mayor Pro Tem in Vice Mayor's absence, is designated as the Village official empowered to declare that a state of local emergency exists within the boundaries of the Village and to exercise the emergency powers conferred in F.S. §252 or F.S. §870 or F.S. §166. The state of local emergency shall continue until the Mayor or Village Manager finds that the threat of danger no longer exists; provided however, that a state of local emergency shall commence upon the declaration thereof and shall terminate at the end of a period of seven (7) consecutive 24-hour days thereafter, unless, prior to the end of such seven-day period the Village official declaring the emergency shall have terminated such state of emergency. An extension of the seven-day limit must be approved by resolution of the Village Council.
- (b) Upon the declaration of a state of local emergency, the Village Manager shall cause written notice of such declaration to be posted upon or within 50 feet of the front of Village Hall, and shall, if declared by virtue of F.S. §870, notify the local media of said declaration as promptly as practicable.
- (c) Upon declaration of a state of emergency by the Mayor or other Village official ~~village council~~ or the governor of the State of Florida, or by the Village Manager after receiving the authority to declare such emergency by the village council the following matters shall be implemented, without further action of the village council:
- (1) The Village Manager shall have authority to contract up to a total of \$50,000.00 for goods and services without village council approval, and up to a total of \$75,000.00 if it is not possible to obtain a quorum of the village council for an emergency meeting of the village council within 24 hours.
 - (2) All bidding requirements shall be suspended, and the Village Manager shall employ sound purchasing practices including requests for quotations and proposals, either orally or in writing, or comparative pricing.

- (3) The Village Manager shall consult with the police chief and by execution of a jointly signed document may affect a curfew throughout all or part of the village for a period not exceeding 72 hours, without village council approval. Such curfew may include all pedestrian or vehicular use of public rights-of-way, public facilities, and private facilities normally having public access.
- (4) The Village Manager may call an emergency meeting of the village council for any other matter, item, request, or event that exceeds his normal or emergency authority.

Section 3. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 4. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Codification. The sections of the ordinance may be made a part of the Village Code of Ordinances and may be re-numbered or re-lettered to accomplish such, and the word “ordinance” may be changed to “section”, “division”, or any other appropriate word.

Section 6. Effective Date. This Ordinance shall become effective immediately upon adoption by the Village Council of the Village of Palm Springs, Florida.

Council Member _____ offered the foregoing Ordinance, and moved its adoption. The motion was seconded by Council Member _____, and upon being put to a vote, the vote was as follows:

Ordinance No. 2022-14 – Emergency Powers of the Village Manager

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	☐	☐	☐
DOUG GUNTHER, VICE MAYOR	☐	☐	☐
JONI BRINKMAN, MAYOR PRO TEM	☐	☐	☐
PATTI WALLER, COUNCIL MEMBER	☐	☐	☐
GARY READY, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, this _____ day of _____, 2022.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEVERLY SMITH, MAYOR

First Reading _____

Second Reading _____

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY