AGENDA
VILLAGE COUNCIL MEETING
VILLAGE HALL COUNCIL CHAMBERS
226 CYPRESS LANE ■ PALM SPRINGS, FL 33461
JULY 23, 2026
6:30 PM

COUNCIL

□ Mayor Bev Smith
□ Vice Mayor Patti Waller
□ Mayor Pro Tem Johnnie Tieche
□ Council Member Gary Ready
□ Council Member Kim Schmitz

ADMINISTRATION

□ Village Manager Michael Bornstein
□ Village Attorney Christy Goddeau
□ Village Clerk Kimberly Wynn

If an individual wishes to challenge any decision made by the Council regarding any matter under consideration, they must have a copy of the proceedings. To do so, they may need to ensure that a complete and accurate record of the proceedings is available. This recording should include all testimonies and evidence that will form the basis of the appeal.

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. **July 7, 2026, Village Council Budget Workshop Minutes:** Motion for the

approval of the July 7, 2026, Village Council Budget Workshop Minutes.
Staff: Kimberly Wynn, Village Clerk

2. **Approve Resolution No. 2026-27 — Adoption of the Village of Palm Springs Strategic Plan:** Motion to approve Resolution No. 2026-27 for the adoption of the Village of Palm Springs Strategic Plan.
Staff: Kimberly Glas-Castro, Assistant Village Manager

3. **Revised and Restated Agreement Agent of Record–Employee Benefits Broker Services Agreement – Piggyback – RSC Insurance Brokerage, Inc. (d/b/a The Gehring Group):** Approval of Employee Insurance Agreement with RSC Insurance Brokerage, Inc. via Piggyback of City of Parkland Contract.
Staff: Ashley Saingilus, Human Resources Director

4. **Ratification of Emergency Procurement for HVAC Replacement at the Police Department:** Motion to ratify the emergency procurement and authorize payment for the replacement of the failing 40-ton Trane Split system unit serving the original building at the police department. The replacement, procured through Sourcewell Cooperative Purchase with Hall Mechanical and Air Conditioning LLC, is at a cost not to exceed $251,557.21. This action was necessary to ensure continued facility operability due to the urgent risk of HVAC system failure and the long lead time for the replacement unit.
Staff: Felipe Lofaso, Public Works Director

5. **Resolution No. 2026-28 - Approve Community Development Block Grant (CDBG) Capital Improvement Agreement with PBC - Public Works Department for FY26-27:** Motion to approve Resolution No. 2026-28 to receive annual grant funding through the Palm Beach County Community Development Block Grant (CDBG) program for infrastructure improvements in the designated target area. The annual allocation for FY26-27 is $142,079, designated for Royal Palm Park Improvements Project. The project is funded through CDBG Grant fund. The improvements to the park being proposed are new fencing, landscaping, new pavilion, ADA pathway, and new park monument sign.
Staff: Felipe Lofaso, Public Works Director

6. **Work Authorization No. CH-U05 — Utilities Impact Plan for Lake Worth Road CRA Redevelopment - Utilities Department (FY 2026 Budget Funded - Water & Sewer Enterprise Fund and Lake Worth Community Redevelopment Agency Fund) — CHA Consulting Inc.:** Approval of Work Authorization No. CH-U05 with CHA Consulting, Inc. in an amount not to exceed $88,646.80, for professional engineering services to prepare a utilities impact plan for the potential redevelopment of the Lake Worth Road CRA district. Funding to support the plan is available within the FY 2026 Budget —Water & Sewer Enterprise Fund and Lake Worth Road Community Redevelopment Agency Fund.
Staff: Jimmie Johnson, Utilities Director

7. **Work Authorization No. SAK-U06 Trenchless Rehabilitation Services (Sewer Lining) (FY 2026 Budget Funded - Water & Sewer Enterprise Fund) - SAK Construction, LLC:** Motion to approve Work Authorization No. SAK-U06 with SAK Construction, LLC for $229,791.50 for sewer lining and utility hole rehabilitation for the Village's utility system. Funding to support purchases under this proposed agreement is available within the FY 2026 Budget — Water & Sewer Enterprise Fund.

   Staff: Jimmie Johnson, Utilities Director

8. **Approve Amendment No. 3 to Work Authorization CH-U01-Utilities Operations Building - Task Order No. 331 - Professional Engineering Services – CHA Consulting, Inc:** Motion to approve Amendment No. 3 to Work Authorization with CHA Consulting

   Staff: Jimmie Johnson, Utilities Director

End of Consent Agenda....

Motion	Second	Vote

PRESENTATIONS

9. **Proclamation:** Recognizing Florida Water Professionals Month - August 2026
   Staff: Jimmie Johnson, Utilities Director

PUBLIC COMMENT (Three-minute limit)

PUBLIC HEARINGS

10. **Resolution No. 2026-29 - FY 2026 Preliminary Millage Rates - Operating, Debt Service & CRA Tax Increment Financing (TIF):** Motion to approve Resolution No. 2026-29; to certify the Village's taxable values for the upcoming fiscal year (FY 26-27) as well as other related financial information. The proposed millage rate is 3.50 with a rollback rate of 3.7319. The proposed millage of 3.50 is 0.94% less than the rolled back rate.

    Staff: Mara Frederiksen, Finance Director

Motion	Second	Vote

11. **Resolution No. 2026-30 - Final Garbage Non Ad-Valorem Assessment Rates - FY 26/27:** Motion for the approval of Resolution No. 2026-30; adopting the final non-ad valorem assessment roll for Fiscal Year 2026-2027 to provide a uniform

method for collecting the non-ad valorem assessment for garbage, trash and recyclables collection services and related services on the Palm Beach County Tax Notices. The projected total annual revenue that the Village would assess is expected to be $1,739,585 for 7,367 parcels.

Staff: Felipe Lofaso, Public Works Director

Motion	Second	Vote

12. **Resolution No. 2026-31 - Final Stormwater Non Ad-Valorem Assessment Rates — FY 2026:** Motion for the approval of Resolution No. 2026-31, to approve the final Ad-Valorem assessment rates for FY 26-27 for stormwater management assessments for each parcel within the area benefited, other than the non-assessed property. The final tax roll for FY 26/27 is $549,972 based on 7,785 parcels.

    Staff: Felipe Lofaso, Public Works Director

Motion	Second	Vote

ACTIONS AND REPORTS

VILLAGE MANAGER COMMENTS

VILLAGE COUNCIL COMMENTS

ADJOURNMENT

NEXT MEETING
THURSDAY, AUGUST 20, 2026, AT 6:30 PM

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, Human Resources Director
Address: 226 Cypress Lane, Palm Springs, FL 33461
Email: asaingilus@vpsfl.org
Phone: (561) 584-8200 Ext. 8421

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. 8422

MINUTES, VILLAGE COUNCIL BUDGET WORKSHOP
VILLAGE HALL - COUNCIL CHAMBERS
226 CYPRESS LANE ▪ PALM SPRINGS, FLORIDA
JULY 7, 2026, AT 5:30 PM

CALL TO ORDER
Mayor Bev Smith called the Workshop meeting to order at 5:31 PM.

ROLL CALL
Present: Mayor Bev Smith, Mayor Pro Tem Johnnie Tieche, Council Member Kim Schmitz, and Council Member Gary M. Ready

Absent: Vice Mayor Patti Waller

Also present were Village Manager Michael Bornstein, Village Clerk Kimberly M. Wynn, Assistant Village Manager Kim Glas-Castro, Police Captain Rogelio Torres, as Sergeant-In-Arms, Planning, Zoning, and Building Director Iramis Cabrera, Utilities Director Jimmie Johnson, Assistant Utilities Director Paul Ward, Public Works Director Felipe Lofaso, Assistant Public Works Director Timothy Crespo, Finance Director Mara Frederiksen, Assistant Finance Director Corinne Elliot, Parks and Recreation Director Juan Ruiz, Assistant Parks and Recreation Director Lauren Bennett

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA
There were no changes to the Workshop Budget meeting agenda.

Mayor Pro Tem Tieche made a motion to approve the Workshop agenda, and Council Member Ready seconded. The motion passed unanimously.

ORDER OF BUSINESS

1. **Proposed FY 2027 Budget Workshop Overview**
   Staff: Mara Frederiksen, Finance Director

   Proposed Fiscal Year 2026/2027 Budget

A. **Proposed FY 2027 General Fund Presentation (by Department)**

- Revenue Highlights
- Expenditure Highlights

B. **Proposed FY 2027 Palm Springs Community Redevelopment Agency (CRA)**

- Revenue
- Expenditures

C. **Proposed FY 2027 General Obligation Debt Service Fund**

- Revenue
- Expenditure

D. **Proposed FY 2027 Enterprise Fund - Utilities (Water & Wastewater)**

- Revenue
- Expenditure

E. **Proposed FY 2027 Enterprise Fund-Stormwater**

- Revenue
- Expenditure

F. **Proposed Capital Improvement Program**

- One-Year Review (2027)

FISCAL IMPACT:

1. General Fund $40,642,717

3. Community Redevelopment Agency $2,055,888

4. G.O. Debt Service $408,692

5. Water & Sewer $41,889,446

6. Stormwater $592,442

All Funds Budget $85,999,679

Village Manager Michael Bornstein opened the workshop by discussing the challenges facing local governments in preparing future budgets. He noted rising operational costs, including employee salaries, health insurance, construction materials, equipment, fuel, and contractual services, and noted that municipalities have little control over these market-driven expenses.

The Village Manager also discussed proposed statewide property tax initiatives and their likely impact on city revenues. He expressed concern that additional homestead exemptions and other proposed tax reductions might significantly reduce local government revenues, leading to future cuts in staffing, programs, and services.

Ms. Frederiksen gave a budget overview. She presented the proposed Fiscal Year 2026–2027 budget and thanked Village departments for their help throughout the budget preparation process.

Ms. Frederickson reviewed the upcoming budget schedule, including:

- Budget Workshop – July 7, 2026
- Public Hearings – September 10 and September 24, 2026
- Compliance with House Bill 1329, which requires the presentation of a 10% budget reduction scenario.

The Finance Director reported on General Fund Revenues.

- The proposed millage rate remains 3.5000 mills, unchanged since 2019.
- Property values continue to increase, resulting in additional ad valorem revenue while continuing the current millage rate.
- Building permit revenues are projected to remain stable.
- The Village continues to budget conservatively while continuing adequate reserves.

The Staff reviewed expenditure categories, including the General Fund Expenditures: Staff reviewed major expenditure categories, including:

- Personnel costs
- Public safety
- General government
- Public Works

- Parks and Recreation
- Planning and Zoning
- Code Enforcement

The Finance Director noted that expenditure continues to rise due to inflation, market conditions, and contractual obligations, while departments work to minimize operating increases.

The proposed budget includes the following personnel adjustments:

- Transfer of one Code Enforcement position to Planning and Zoning.
- Addition of one Community Policing Sergeant in the Police Department.
- Addition of one HVAC Technician in Public Works.
- Addition of one Meter Technician in the Water and Sewer Department.

The Finance Director reviewed the Village's financial position, noting:

- Total Fund Balance: approximately $21.9 million
- Restricted Fund Balance includes:
    - Required operating reserve
    - Penny surtax reserve
    - CRA loan reserve
- Emergency reserve of approximately $3 million
- Capital reserve of approximately $1.6 million
- Unassigned Fund Balance projected to decrease significantly during FY 2027, requiring future financial planning.

The proposed budget includes:

- Police bargaining unit:
    - 3.5% Cost of Living Adjustment (COLA)
    - Additional contractual pay adjustments.

- SEIU employees:
    - 3% salary increase
    - 2% merit increase.

Staff reviewed departmental expenditures and year-over-year budget comparisons.

The Finance Director explained that the Legislative Department budget reflects transfers to:

- Stormwater Fund
- Community Redevelopment Agency (CRA)

These transfers account for a significant portion of that department's overall budget.

She advised that the proposed operating millage remains 3.5000 mills

The Finance Director explained the following:

- The rollback rate for FY 2026–2027 is approximately 3.7319 mills.
- Adopting the rollback rate would generate approximately $431,000 in additional revenue.
- The proposed debt service millage is 0.1746 mills, which funds repayment of the Village Hall debt.
- The Village Hall debt is scheduled to be fully paid in 2032, at which time the debt service millage will be eliminated.

Staff reviewed the proposed constitutional amendment on homestead exemptions scheduled for the November 2026 ballot.

Highlights included:

- Increasing the homestead exemption from $50,000 to $150,000 beginning January 1, 2027.
- Increasing the exemption to $250,000 beginning January 1, 2028.
- Five-year phase-in for new Florida residents.
- Reduction of the non-homestead assessment cap from 10% to 5%. Estimated annual Village revenue impacts include:
- Approximately $790,000 annual reduction under the $150,000

exemption.

- Approximately $1.2 million annual reduction under the $250,000 exemption.

Staff noted that approximately 20% of Village revenues are generated from ad valorem taxes and emphasized that property tax revenues alone do not fully fund public safety operations.

The proposed FY 2026–2027 Capital Improvement Program totals approximately $24.7 million.

Major projects include:

General Government

- Village Commons Park improvements – approximately $2.7 million Stormwater
- Dolan Road stormwater improvements and complete street enhancements Public Safety
- Computer-Aided Dispatch/Records Management System (CAD/RMS) Water and Sewer
- Water Utilities Operations Center
- Water treatment improvements
- Transmission system capacity improvements
- Water Main Replacement – Florida Mango Road Phase II

Council members discussed the potential fiscal impact of future property tax reductions. Additional property tax proposals that the Legislature may consider. They also discussed the importance of maintaining adequate reserves while continuing to provide essential public services.

Staff responded to questions regarding projected revenue losses and future financial planning.

Fiscal Impact: All Funds Budget $85,999,679

PUBLIC COMMENT

There were no comments from the public.

ADJOURNMENT

Hearing no further business, Mayor Smith adjourned the meeting at 5:52 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 **July 7, 2026**. The minutes were formally approved and adopted by the Village Council on **July 23, 2026.**

Kimberly M. Wynn
Village Clerk

NEXT REGULAR MEETING:

Village of Palm Springs

Executive Brief

AGENDA DATE: July 23, 2026

DEPARTMENT: Administration

ITEM #2: Adoption of the Village of Palm Springs Strategic Plan

SUMMARY: At its June 11, 2026, meeting, the Village Council discussed Palm Springs' future vision and the draft goals, strategic objectives, and key results comprising a strategic plan. After modifications based on Council input, the strategic plan is being presented for formal adoption.

Note: A strategic plan serves as a roadmap for an organization. It establishes long-term direction, priorities, and measurable goals used in operational decision-making and resource allocation. A strategic plan is not a business plan. It focuses on needs or gaps in service that require deliberate attention to carry the organization toward its Vision.

Six (6) goal areas are proposed, which are further described in the proposed Strategic Plan:

1. Celebrate Residential Neighborhoods
2. Facilitate Redevelopment and Economic Growth
3. Foster a Culture of Engagement and Participation
4. Efficient, Effective, and Empathetic Service Delivery
5. Community Policing to Strengthen Community Trust
6. Enhance Literacy and Improve School Grades

The proposed Strategic Plan includes strategic objectives for each goal or focus area, as well as key results that measure the big picture the Village Council will monitor quarterly. The Strategic Plan will be utilized for resource allocation, coordinated actions, and accountability. Upon adoption, each Department will evaluate its roles and responsibilities in supporting the priorities.

FISCAL IMPACT:
The adopted Strategic Plan will guide Village operations, as supported by the annual budget.

ATTACHMENTS:
1. Proposed Resolution No. 2026-27 Village Strategic Plan
2. Exhibit "A" Proposed Strategic Plan
3. Vision, Mission, Core Values
4. VPS Strategic Planning flowchart
5. Village Council Priorities (Consensus from 1-on-1 Input)
6. SWOT Exercise Notes (Mgt Team)
7. Guidelines for Strategic Plan Format

RESOLUTION NO. 2026-27

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ADOPTING A STRATEGIC PLAN FOR THE VILLAGE; PROVIDING FOR INTEGRATION INTO THE BUDGET PROCESS, CAPITAL IMPROVEMENT PLAN AND LINKAGE TO EACH DEPARTMENT'S INITIATIVES, ACTIONS PLANS, AND TRACKING MECHANISMS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Council has developed a vision statement for the Village of Palm Springs outlining the future vision of the Village; and

WHEREAS, based on the vision statement, the Village Council wishes to adopt a Strategic Plan to provide actionable goals, strategies, and initiatives to move the Village towards its aspirational future; and

WHEREAS, the Village Council of the Village of Palm Springs finds adopting a Strategic Plan for the Village is in the Village's best interests and serves a valid public purpose.

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

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct statements and findings of the Village of Palm Springs and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The Village Council of the Village of Palm Springs, Florida, hereby adopts the Strategic Plan attached hereto and incorporated herein as **Exhibit "A"** for integration into the budget process, capital improvement plan and linkage to each department's initiatives, actions plans, and tracking mechanisms.

SECTION 3. All resolutions or parts of resolutions in conflict with this Resolution and its exhibits are repealed to the extent of such conflict.

SECTION 4. 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:

	Aye	Nay	Absent
BEV SMITH, MAYOR	☐	☐	☐
PATTI WALLER, VICE MAYOR	☐	☐	☐
JOHNNIE TIECHE, MAYOR PRO TEM	☐	☐	☐
GARY READY, COUNCIL MEMBER	☐	☐	☐
KIM SCHMITZ, COUNCIL MEMBER	☐	☐	☐

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, CMC, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _____
CHRISTY GODDEAU, VILLAGE ATTORNEY

FOCUS AREA: Celebrate Residential Neighborhoods

Definition: The Village seeks to preserve and protect its residential neighborhoods by preventing deterioration associated with aging structures and deferred maintenance. This focus area promotes responsible property stewardship and investment to maintain attractive, well-kept homes and public infrastructure, thereby supporting the overall quality of life for residents.

STRATEGIC OBJECTIVES:

1. Install roadway safety improvements (including intersection treatments, street trees, benches, etc.) along Village road rights-of-way annually.

2. Expand and enhance the parks system over the next three years by acquiring additional acreage, adding resident-desired amenities, and developing interconnected multi-use paths that link all parks into a cohesive, accessible network.

3. Promote VPS sense of identity through entry features at key locations, wayfinding signs, and landmark at public place.

4. Invigorate Code Enforcement over the next year by strengthening and consistently applying property maintenance standard, eliminating leniency toward absentee landlords, and proactively addressing conditions that negatively impact neighborhood safety, appearance, and overall curb appeal.

5. Utilize Angel Program to assist with maintenance of owner-occupied residences for income-qualified residents.

KEY RESULTS:

1. Award 85% of budgeted Angel Fund each budget year.
2. Complete at least one roadway safety improvement (at least ¼ mile segment or 1 intersection) per budget year.
3. Complete Village Common Park improvements by 2030.

FOCUS AREA: Facilitate Redevelopment and Economic Growth

Definition: The Village aims to drive economic growth and expand employment opportunities through the sustainable revitalization of its commercial corridors. This focus area emphasizes investment in placemaking initiatives that establish vibrant destinations and welcoming community gathering spaces.

STRATEGIC OBJECTIVES:

1. Prioritize and promote redevelopment of aging commercial plazas, with focused attention on mixed-use opportunities, within next 5 years.

2. Provide actionable implementation framework, including incentives, to facilitate Urban Village / South Village redevelopment within next 12 months.

3. Implement Mobility Plan and Vision Zero Action Plan recommendations annually through capital improvement budget.

4. Finalize VPS utility capacity analysis, identify system needs, and evaluate various funding mechanisms to support redevelopment within next 12 months.

5. Prioritize recommendations from CCEDMP for Village implementations within 6 months of study completion.

KEY RESULTS:

1. Obtain an executed purchase agreement for the SoVi assemblage within 24 months.
2. Annually complete at least 85% of scheduled capital and infrastructure projects (including mobility and Vision Zero actions).
3. Secure approval of at least 3 mixed-use redevelopment projects that incorporate residential, commercial, and pedestrian-oriented design elements within 5 years.

FOCUS AREA: Foster a Culture of Engagement and Participation

Definition: The Village prioritizes meaningful community engagement to create a collaborative civic environment where residents can actively participate in shaping policies and initiatives that reflect shared community values. This focus area supports informed dialogue and cooperative action, by promoting transparency and strengthening relationships between residents and local government.

STRATEGIC OBJECTIVES:

1. Align Village programs and services with resident needs and priorities through data-driven planning, community input, and continuous evaluation.

2. Increase civic awareness and engagement through education, outreach, and accessible initiatives that expand participation in Village processes and boost local voter turnout.

3. Strengthen community partnerships through collaborations with local organizations, schools, businesses, and civic groups to broaden engagement efforts.

4. Expand Accessible Communication channels via multiple user-friendly platforms (e.g. town hall meetings, digital platforms, social media, newsletters) to ensure all residents can easily access information and provide input.

5. Reenergize advisory boards by clarifying each board's mission, purpose, responsibilities, and expected deliverables.

KEY RESULTS:

1. Increase resident engagement rate across all communication platforms (events, digital, social, newsletters) by 40% within 12 months
2. Update 100% of advisory board charters (outlining mission, responsibilities and deliverables) within 6 months
3. Improve local voter turnout by 10 percentage points in the next election cycle

FOCUS AREA: Efficient, Effective and Empathetic Service Delivery

Definition: The Village is committed to delivering public services in a timely, cost-effective, and high-quality manner that enhances community well-being and strengthens trust in local government. This focus area ensures stakeholders receive responsive and compassionate service by streamlining processes, leveraging technology, and promoting a culture of empathy, accountability, and continuous improvement across all government interactions.

STRATEGIC OBJECTIVES:

1. Leverage technology for service enhancement by expanding digital tools and automating data systems to improve service accessibility, convenience and overall performance.

2. Optimize operational efficiency by streamlining processes and eliminating redundancies to reduce costs, improve productivity and maximize effective use of Village resources.

3. Enhance accountability and performance management through measurement systems and regular reporting and evaluation to ensure transparency, track outcomes and continuously improve service delivery.

4. Transform the Village website into a reliable, user-focused resource by expanding and improving the clarity, accuracy, and accessibility of information for residents and visitors.

5. Develop and implement standardized service benchmarks across all customer touchpoints to improve timeliness, responsiveness, and accountability. This includes defining clear service standards, setting measurable response-time targets, and tracking performance against those benchmarks to ensure consistent follow-through on resident requests and continuous service improvement.

6. Strengthen customer service and empathy through a culture of professionalism that offers respectful, compassionate and solution-oriented interactions with all stakeholders, including internal customers.

KEY RESULTS:

1. Define and implement service standards and response-time targets for 100% of core services within 6 months
2. Update or redesign 100% of core website pages to meet usability and accessibility standards (e.g., ADA compliance) within 24 months.
3. Achieve 90% on-time response and resolution rate for resident requests across all departments within 12 months.

FOCUS AREA: Community Policing to Strengthen Community Trust

Definition: The Village strives to build a community where residents feel safe, supported, and connected to their local police. This focus area aims to reduce the fear of crime and improve quality of life through proactive problem-solving and collaborative partnerships between the Police Department and residents.

STRATEGIC OBJECTIVES

1. Enhance coordination with Code Enforcement Officers on observed non-emergency violations.
2. Expand educational messaging through Public Information Officer to educate residents on important public safety issues.
3. Expand Explorer program to younger children in a Mini-Police program to provide additional interactions between Village and Community.
4. Strengthen community relationships with the public and businesses within the Village this year.
5. Introduce intelligence-led policing (ILP) as a model for developing operational planning for Road Patrol, Tactical Team, and Traffic Unit this year.
6. Enhance individual officer's community focus while on patrol.

KEY RESULTS:

1. Increase proactive enforcement or crime suppression operations based on intelligence analysis by 20% within one year.
2. Conduct at least 12 community outreach presentations or workshops annually focused on crime prevention, traffic safety, fraud awareness, or emergency preparedness.
3. Increase documented community policing activities by officers while on patrol (e.g., foot/vehicle contacts, business checks, problem-solving engagements) by at least 25%, reflecting a stronger visible and relational policing presence.

FOCUS AREA: Enhance Literacy (and Improve School Grades)

Definition: The Village is committed to strengthening literacy and early learning outcomes for children from birth through third grade. This focus area promotes collaborative partnerships among preschools, families, libraries, and community organizations to ensure equitable access to high-quality resources, culturally responsive instruction, and engaging learning opportunities both inside and outside the classroom.

STRATEGIC OBJECTIVES:

1. Expand early learning by increasing awareness to high-quality early learning opportunities through a partnership with the Early Learning Coalition and other community-based literacy programs.

2. Expand and innovate VPS literacy programs to strengthen early literacy foundations and support children's learning thru Pre-K.

3. Strengthen family and caregiver engagement by equipping them with tools, training and resources to support reading and learning at home.

4. Expand Outreach and promote equitable access to learning opportunities by addressing disparities in access to books, technology, tutoring and enrichment programs.

KEY RESULTS:

1. Work with the Early Learning Coalition to increase enrollment in partnered early learning programs (in central county region) by 25% within 12 months.

2. Increase participation in VPS literacy programs (storytime, reading events, etc.) by 30% year-over-year.

3. Work with the Central County Alliance, Early Learning Coalition and Children Services Council to improve (central county) Kindergarten readiness scores by 10% within next two (2) Fall assessment cycles.



"A Great Place to Call Home"

OUR MISSION

To provide high quality and efficient municipal services and programs to a culturally and economically diverse community.

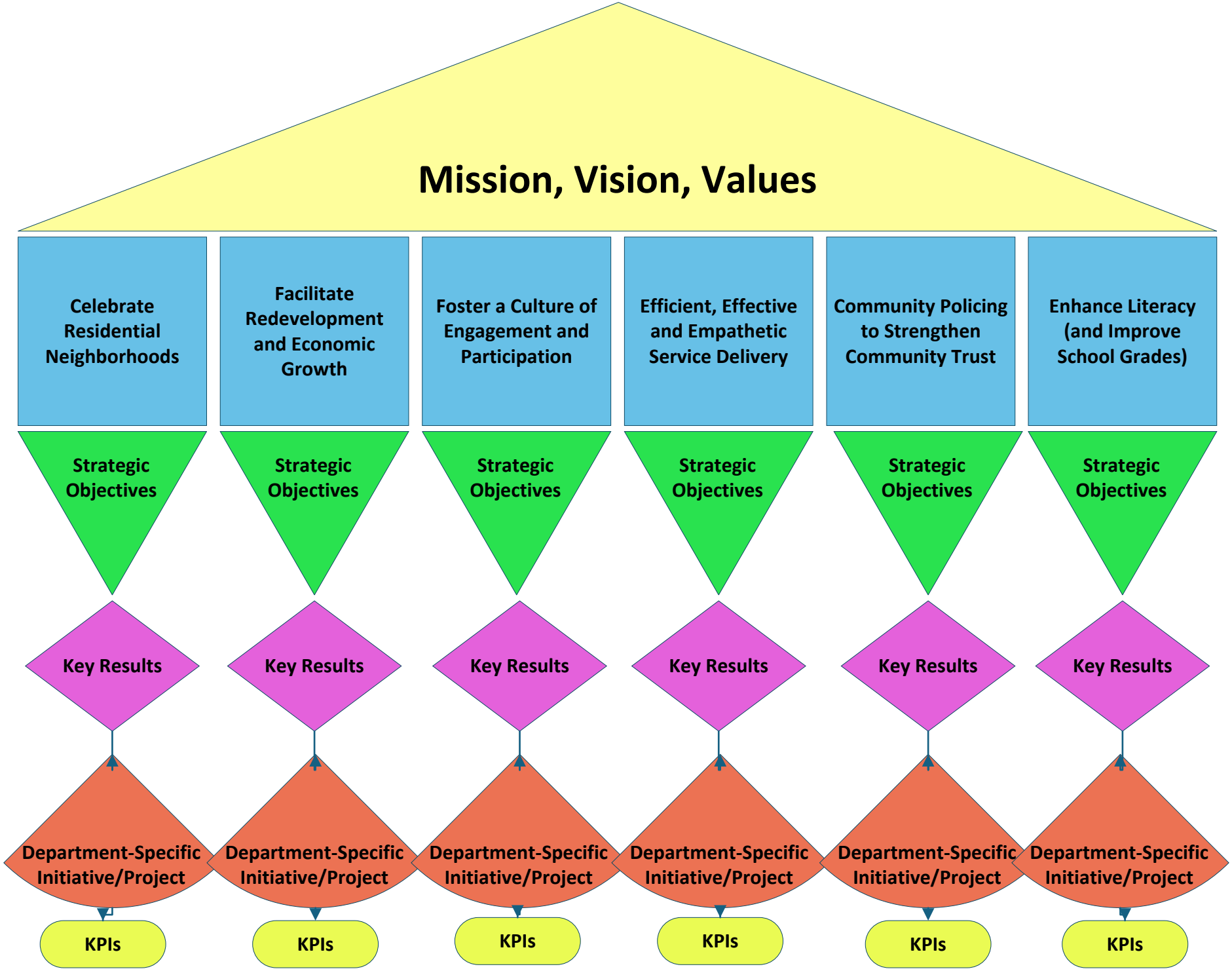
OUR VISION

To create a Flourishing Community that is a "Great Place to Call Home".

OUR CORE VALUES

- RESPECT
- COMMUNICATION
- INTEGRITY
- TEAMWORK
- ACCOUNTABILITY
- SERVICE EXCELLENCE
- QUALITY

www.VPSFL.org


Mission, Vision, Values
Celebrate Residential Neighborhoods
Facilitate Redevelopment and Economic Growth
Foster a Culture of Engagement and Participation
Efficient, Effective and Empathetic Service Delivery
Community Policing to Strengthen Community Trust
Enhance Literacy (and Improve School Grades)
Strategic Objectives
Strategic Objectives
Strategic Objectives
Strategic Objectives
Strategic Objectives
Strategic Objectives
Key Results
Key Results
Key Results
Key Results
Key Results
Key Results
Department-Specific Initiative/Project
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KPIs
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STRATEGIC GOALS

I. PRESERVE HISTORIC RESIDENTIAL CORE

A. Invigorate Code Enforcement to eliminate conditions that negatively impact neighborhoods and maintain curb-appeal
    1. Lack of maintenance of properties and structures and driveways
    2. Overparking into yards and swales
    3. Noise issues
    4. Expand Code Officers' visibility to residents and businesses
        a. Better engagement
        b. Use equipment in field rather than coming back to office
    5. Push out Angel Program and provide wrap-around services to assist senior, homesteaded residents
    6. Amend maximum lien reduction to a higher percentage (i.e., from 10% to 25%)
    7. Enforce minimum s.f./room size requirements to prevent too many people in a residence, even if related
B. Reinstitute Street Tree Program
C. Expand street furnishings, including trash receptacles along pathways
D. Address canal conditions (trash and debris) with LWDD

II. FACILITATE REDEVELOPMENT AND ECONOMIC GROWTH

A. Prioritize SoVi Initiative to facilitate redevelopment of South Village area in near-term
    1. Acquire additional parcels, if possible, to assemble
B. Evaluate nonconforming/undesired grandfathered uses – are we able to amortize and phase out?
C. Undertake annexation to square-off boundaries (promote consistent code enforcement and maintenance standards)
D. Initiate additional focus on redevelopment of aging plazas (Forest Hill/Congress, 10th/Congress)
E. Encourage development of vacant Oxygen parcels
F. Enforce (code) maintenance requirements on commercial properties (facades, parking lots, landscaping, etc)

III. FOSTER A CULTURE OF ENGAGEMENT AND PARTICPATION

A. Use advisory boards more effectively (clarify and expand their role)
    1. Expand role of Recreation Advisory Board
        a. Involve in review of plans to implement Recreation Master Plan
    2. Provide focus to Library Advisory Board
B. Provide annual recognition of volunteers who serve on boards
C. Refocus "Residents Leadership Academy"
        a. Rename so that it doesn't sound as formal (i.e. "We Love Our Community" Committee) and will resonate with Hispanic culture
        b. Revamp with "Town Hall" format meetings with briefings from all departments
D. Revive Citizens on Patrol program to involve residents in proactive safety
E. Hold business outreach meetings throughout Village, not just CRA
    a. Solicit input on Village services
    b. Educate on code allowances (and prohibitions)
    c. Establish relationships with PD
    d. Form local business alliance (foster community partnerships)
F. Communications through Social Media and Utility Bills ineffective – refocus based on residents' needs (flyers at businesses, churches, events)
G. Resident Polling to determine likes/dislikes

IV. EFFICIENT, EFFECTIVE AND EMPATHETIC SERVICE DELIVERY

A. Accelerate process improvements in Utilities Department to enhance customer service
B. Advance construction of projects outlined in Recreation Master Plan
        a. Program Community Center (indoor recreation space and meeting space)in CIP in near-term
C. Complete capital projects on schedule (and within budget)
        a. Monitor completed projects through warranty period to ensure quality, address deficiencies
D. Revise Santa Sleigh Ride so that a different route is taken each year in order to reach more residents
E. Continue variety of program offerings to residents of all ages (1 yr-seniors)
        a. Provide more recreation/fitness programs oriented to adults in evenings
F. Revisit MaintStar portal from homeowner perspective (user-friendly instructions or different format)

V. COMMUNITY POLICING TO CREATE PARTNERSHIPS, ENGAGE COMMUNITY, IDENTIFY COMMUNITY CONCERNS AND PROACTIVE SOLUTIONS

A. Prioritize outreach and engagement among all officers
B. Provide more police presence in the residential neighborhoods
    1. Use equipment in field rather than coming back to office
    2. Provide more speed enforcement
    3. Proactive eBike safety / education, followed by enforcement
C. Revive Citizens on Patrol program to expand visibility of department and to supplement engagement
D. Reinforce codes during patrols (noise and parking issues) to protect character of residential areas
        a. Support Code Enforcement during evenings/weekends thru proactive enforcement
        b. Food Truck – enforce during evenings/weekends
E. Revamp Movie Night to indoor event and hold multiple viewings at various locations throughout Village

Topics that were NOT identified:

I. ENHANCE LITERACY (AND IMPROVE SCHOOL GRADES)

II. VOTER TURNOUT

STRENGTHS

3.0 Special Events (getting better each time)

3.0 Ability to carry out work / Teamwork

3.0 Responsive

3.0 Community Partnerships

3.0 Beautification Efforts

1.0 Diversity of Staff (long term for institutional knowledge and new for fresh thinking)

1.0 Welcoming

1.0 Strong knowledge of utility operations

1.0 Strong Council support (and Council part of community)

1.0 Close-knit culture between team members/departments

1.0 Location (Central County, proximity to airports and highways)

1.0 Full-service government

WEAKNESSES

3.0 Aging Infrastructure

3.0 Technology not best in class for customer interactions

3.0 Deficit of active park acreage

3.0 Customer Service

3.0 Lack of community identity

3.0 Communication (internal and external)

3.0 Community outreach

1.0 Standardized processes (lack of consistency)

.03 Underutilized Boards/Volunteers

.03 Rate sensitivity

.01 Employee retention issues

.01 Depth of bench (team) [lack of succession planning]

.01 Lack of community center

.01 Not knowing Village boundaries

.01 Workforce risk (inflation / can't afford to live near workplace)

.01 Limited opportunity for annexation

.01 More representative (of population) policymakers

.01 Old Mindset

.01 Branding

.01 Apathy (and lack of community buy-in)

.01 Storage space (internal to VPS operations)

.01 Village vision not cascaded to frontline

.01 Lack of strong direction

OPPORTUNITIES

3.0 Bond funding

3.0 State/Federal funding

3.0 Education and Training

3.0 Public communication / transparency

3.0 County initiatives / CTMP / CCA Economic Plan

3.0 On-line presence

3.0 SoVi Redevelopment

3.0 On-line payments

3.0 Inter-department coordination

3.0 Build relationships with business community

3.0 Real estate strategy – need to expand

3.0 Recruit high-level talent (new perspectives >innovation)

3.0 Voter outreach/education

1.0 Unify Community

1.0 Recording meetings – improve transparency

.03 Employee recognition

.03 National recognition

.03 Location

.01 KPI tracking

THREATS

3.0	State legislation / legislative constraints
3.0	Tax base
3.0	Cybersecurity
3.0	Council turnover (no farm team)
3.0	Job market
3.0	Natural disasters
3.0	Anti-police sentiment
3.0	Federal immigration issues
3.0	Limited budget
3.0	No identifying landmark for community
3.0	Regulatory changes
3.0	Demographic changes
3.0	Affordability
3.0	Aging infrastructure
1.0	Lack of succession planning (career growth/path)

.03	Stop being afraid of own shadow (of success)
.01	Privatization

Guidelines for Strategic Plan Format

1) **Focus Areas** based on Council input (no more than 5-6 goals)
   - No longer than 6 words each
   - Not too broad
   - No jargon
   - No metrics

2) **Strategic Objectives** - what we actually want to accomplish
   - 3-6 objectives per Focus Area
   - Includes a date or timeframe
   - Organize in order of importance
   - Keep simple Action + Detail + Deadline
   - Start with a verb
   - Add details to make specific
   - Set date to stay on track of progress

3) **Key Results**
   - Set 1-3 HIGH LEVEL, measurable results per goal/focus area
   - don't set overly ambitious results

Next Steps:
Department Initiatives/Projects
KPIs

Village of Palm Springs

Executive Brief

AGENDA DATE: July 23, 2026

DEPARTMENT: HR Department

ITEM #3: Revised and Restated Agreement Agent of Record–Employee Benefits Broker Services Agreement – Piggyback – RSC Insurance Brokerage, Inc. (d/b/a The Gehring Group):

SUMMARY: The Village relies on RSC Insurance Brokerage, Inc. to provide employee health, dental, vision, and other benefits.

This item is being presented for Council approval of the amended agreement, which was previously approved by Council at its March 12, 2026, meeting. The agreement has been amended to include provisions addressing indemnification, document ownership, misconduct, and claims.

All other previously approved terms related to piggybacking on the City of Parkland's RFP #2025-03 contract remain unchanged, including pricing.

FISCAL IMPACT:
Funding to support this service is available within the FY 2026 Budget - General Fund and 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. REVISED AND RESTATED AGREEMENT FOR BROKER SERVICES - Final Clean Version 7.16.2026
2. 020926 - Palm Springs - Piggyback Letter (Parkland)
3. Broker of Record piggy-back Gehring Group 10.1.2025 Effective Date

REVISED AND RESTATED AGREEMENT FOR BROKER SERVICES
(Insurance Agent Broker of Record)

This Revised and Restated Agreement for Broker Services ("Agreement") is made as of the __ day of _____, 2026, by and between the **VILLAGE OF PALM SPRINGS**, 226 Cypress Lane, Palm Springs, Florida 33461-1699, a Florida municipal corporation ("VILLAGE"), and **RSC INSURANCE BROKERAGE, INC., d/b/a RISK STRATEGIES COMPANY,** a Delaware corporation, whose address is 3500 Kyoto Gardens Drive, Palm Beach Gardens, Florida 33410 ("BROKER").

RECITALS

WHEREAS, the VILLAGE is in need of an insurance agent to provide broker services for the VILLAGE's various insurance needs; and,

WHEREAS, on August 7, 2025, the City of Parkland, Florida ("Parkland"), through its competitive selection process (RFP No. 2025-03) awarded an agreement to the BROKER for substantially the same services sought by the VILLAGE ("Parkland Contract"); and,

WHEREAS, the VILLAGE has reviewed the terms of the Parkland Contract and has determined the BROKER's rates set forth therein for the needed services are fair and reasonable; and,

WHEREAS, the VILLAGE requested and the BROKER has agreed to extend the terms of the Parkland Contract to the VILLAGE and the BROKER has executed this Agreement with the VILLAGE to utilize the terms of the Parkland Contract; and,

WHEREAS, on March 12, 2026, the VILLAGE Council approved entering into an agreement with the BROKER to piggy-back the Parkland Contract in compliance with the VILLAGE's Purchasing Code; and,

WHEREAS, after the VILLAGE Council's approval, the BROKER requested revisions to the VILLAGE's proposed agreement; and,

WHEREAS, the VILLAGE is agreeable to the BROKER's revisions as set forth in this Agreement and finds entering into this Agreement with the Broker serves a valid public purpose.

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 as operative terms of this Agreement.

2. Parkland Contract, Effective Date, and Term. The Parkland Contract with the BROKER 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 Parkland under the Parkland Contract. The effective date of this Agreement is October 1, 2025. Unless earlier terminated, the term of this Agreement shall not exceed (1) year. This Agreement may be renewed for additional annual terms for as long as the Parkland Contract is likewise renewed. The language of this Agreement shall control over any contrary or conflicting language in the Parkland Contract, and Article 4, Article 8.1, and Article 8.5 in the Parkland Contract are stricken and replaced by the language below:

ARTICLE 4 - INDEMNIFICATION

BROKER shall at all times hereafter indemnify, hold harmless and, at VILLAGE Attorney's option, defend or pay for an attorney selected by the VILLAGE Attorney to defend VILLAGE, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs and expenses, caused or alleged to be caused by any negligent or wrongful act of, or omission of, or misconduct of, BROKER, its employees, agents, servants, or officers, in the performance of this Agreement, including, without limitation, and all claims, losses, liabilities, expenditures, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against the VILLAGE by reason of any such claim, cause of action or demand, BROKER shall, upon written notice from VILLAGE, resist and defend such lawsuit or proceeding by counsel satisfactory to VILLAGE or, at VILLAGE'S option, pay for an attorney selected by the VILLAGE Attorney to defend VILLAGE. The provision and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the VILLAGE Attorney, any sums due BROKER under this Agreement may be retained by VILLAGE until all of VILLAGE'S claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by VILLAGE. Nothing in this Agreement shall be deemed or treated as a waiver by the VILLAGE of any immunity to which it is entitled by law, including but not limited to the VILLAGE's sovereign immunity as set forth in Section 768.28, Florida Statutes.

Article 8.1. Rights In Documentation and Work.

Any documents provided by the VILLAGE shall remain property of the VILLAGE. All drafts and deliverables created or provided by BROKER shall be perpetually licensed to the VILLAGE for use internally and for ordinary government purposes. In the event of termination of this Agreement, any drafts and deliverables will be delivered by BROKER to the VILLAGE within seven (7) days of the termination of this Agreement by either party without charge or cost to the VILLAGE.

Article 8.5 Complaints and Disputes.

All complaints concerning misconduct on the part of the BROKER or disputes between VILLAGE staff and the BROKER will be referred to the VILLAGE Manager or his/her designee, who shall conduct investigations and inquiries, including discussions with the BROKER and involved staff, and make a reasonable determination. Such determination may be contested by BROKER in any proper proceeding. The BROKER agrees that any complaints received by the VILLAGE concerning misconduct on the part of the BROKER, such as excessive charges, poor business practices, etc., will be referred to the VILLAGE Manager for appropriate action. The BROKER agrees to make any complaints concerning the VILLAGE available to the Office of the VILLAGE Manager for action as required.

3. Service Request(s). The VILLAGE does not guarantee that it will utilize this Agreement or the BROKER for any needed services hereunder. If the Village seeks services from the BROKER under this Agreement, the VILLAGE's ordering mechanism for the goods and services shall be a VILLAGE issued Service Request, which the Village may send via email (with delivery receipt) to the BROKER. The scope of services to be provided by the BROKER shall be set forth in each VILLAGE issued Service Request. The BROKER shall not provide any services under this Agreement without a VILLAGE issued Service Request specifically for this purpose. The BROKER shall not provide any services which are outside the scope of an issued Service Request and the BROKER shall not exceed the expressed amounts stated in the Service Request to be paid to the BROKER.

4. Not to Exceed Amount for Services. The BROKER shall be compensated for its services

consistent with commission rate schedule set forth in the Parkland Contract and to be paid by insurance carrier(s) selected for the desired insurance services.

5. Documents and Conflict of Terms and Conditions. The complete agreement between the VILLAGE and the BROKER consists of the terms and conditions in this Agreement, VILLAGE issued Service Requests, and the Parkland Contract. The aforementioned documents 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 construction and design industry standards. In the event of any inconsistency, conflict or ambiguity between or among the above documents, the terms and conditions of this Agreement shall take precedence with any VILLAGE issued Service Request(s) next taking precedence.

6. Miscellaneous Provisions.

6.1 *Successors and Assigns*. The VILLAGE and BROKER 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 this Agreement.

6.2 *Insurance*. BROKER shall maintain the insurance as required in Parkland Contract applicable to the goods and services being delivered hereunder. Said insurance will name the "Village of Palm Springs, its officials, employees and agents" as an additional insured.

6.3 *Headings, References and Exhibits*. The headings contained in this Agreement 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 Agreement.

6.4 *Counterparts*. This Agreement 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 Agreement; Amendment*. This Agreement 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 Agreement, constitutes the entire agreement of the parties relating to the subject matter hereof. This Agreement may not be altered or amended except by a writing signed by the parties hereto.

6.6 *Lien Rights*. The BROKER shall have no lien rights regarding any property owned by the VILLAGE or otherwise.

6.7 *Governing Law; Consent to Jurisdiction*. This Agreement 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 Agreement; (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 Agreement or the subject matter hereof may not be enforced in or by such courts.

6.8 *Third Party Beneficiary rights*. This Agreement 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 Agreement 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 *Public Records*. Article 8.3 of the Parkland Contract is stricken and replaced with the following: BROKER 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 Agreement and following completion of this Agreement if the BROKER does not transfer the records to the VILLAGE.

(4) Upon completion of this Agreement, transfer, at no cost, to the VILLAGE all public records in possession of the BROKER or keep and maintain public records required by the VILLAGE to perform the service. If the BROKER transfers all public records to the VILLAGE upon completion of the Agreement, the BROKER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the BROKER keeps and maintains public records upon completion of the Agreement, the BROKER 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 BROKER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BROKER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT (561) 584-8200 Ext. 8431, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

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

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

6.13 *Notices*. Except for Service Requests, which may be sent via email pursuant to Paragraph 3 of this Agreement, all notices required in this Agreement shall be hand-delivered, sent by certified mail, return receipt requested, or by over-night delivery by a nationally recognized courier (with receipt of delivery) to the addresses appearing on the first page of this Agreement.

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

6.15 *No Consequential Damages*. Notwithstanding any other provision in this Agreement, in no event shall either party be liable to the other party for any incidental, special, indirect, liquidated, consequential, or punitive damages arising out of or related to this Agreement, whether such alleged damages are labeled in tort, contract, or otherwise, and even if a party has been advised of the possibility of such damages.

6.16 *Execution/Delivery*. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and such counterparts will constitute one and the same instrument. The parties agree to accept the execution and delivery of this Agreement by electronic means and shall treat the same as an original.

6.17 *Authorized Signatory*. By signing this Agreement, the undersigned individual agrees and warrants that he/she is authorized by the BROKER to enter this Agreement and bind the BROKER to this Agreement.

7. Public Entity Crimes, E-Verify, and Scrutinized Companies.

7.1 As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Agreement, BROKER certifies that it, its affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted BROKER list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

7.2 If applicable to the BROKER, pursuant to Section 448.095(5), Florida Statutes, the BROKER, and any subcontractor thereof, shall register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor and the subcontractor.

7.3 As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into the Agreement, BROKER certifies that it is not participating in a boycott of Israel. The VILLAGE and BROKER agree that the VILLAGE will have the right to terminate the Agreement if BROKER is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

8. Compliance with Section 787.06. By signing this Agreement as set forth below, the BROKER's authorized representative attests under penalty of perjury that the BROKER does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the VILLAGE and BROKER have caused this Agreement for Broker Services (Insurance Agent Broker of Record) to be executed the day and year shown above.

VILLAGE OF PALM SPRINGS, FLORIDA

ATTEST:

By: _____
Bev Smith, Mayor

_____
Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

_____
Christy Goddeau, Village Attorney

BROKER: **RSC INSURANCE BROKERAGE, INC., d/b/a RISK STRATEGIES COMPANY**

By: _____
[Corporate Seal] Print Name: _____
Title: _____

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE FOREGOING instrument was acknowledged before me by means of _ physical presence or online notarization on this _ day of _____, 2026, by _____ of RSC INSURANCE BROKERAGE, INC., d/b/a RISK STRATEGIES COMPANY, a Delaware corporation authorized to do business in the State of Florida, who is personally known to me or who has produced_____as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.09, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind RSC INSURANCE BROKERAGE, INC., d/b/a RISK STRATEGIES COMPANY to the same.

Notary Seal: _____
Notary Public Signature

RISK strategies | GEHRING GROUP
A RISK STRATEGIES COMPANY

Corporate Headquarters
3500 Kyoto Gardens Dr
Palm Beach Gardens, FL 33410

561.626.6797 office
800.244.3696 toll free
561.626.6970 fax

February 9, 2026

Ashley Saingilus, Human Resources Director
Village of Palm Springs
226 Cypress Lane
Palm Springs, Florida 33461

Re: RSC Insurance Brokerage, Inc. d/b/a Risk Strategies Company ("RSC")
Piggyback – City of Parkland RFP #2025-03

Dear Ashley:

It is our understanding that the Village of Palm Springs is interested in piggybacking on the City of Parkland's RFP #2025-03 for Employee Insurance Benefit Plans & Wellness Programs, the contract dated August 7, 2025, of which was awarded to RSC.

This Piggyback Agreement with the Village of Palm Springs shall commence on October 1, 2025, and shall remain in effect for two (2) years, unless terminated earlier as provided in the Piggyback Contract. The Village reserves the right to renew this Agreement for three (3) additional one (1) year term(s) providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the Village.

We confirm that the Village of Palm Springs would be accepting the bulleted Scope of Services as proposed in RSC's response to the City of Parkland's RFP #2025-03 as well as compensation via commission per the commission percentages (as outlined in the table below) for the insurance premiums for which the Village currently purchases or may purchase. Certain lines of insurance coverage may have fixed commission percentages included in their premium rates. RSC will disclose these percentages to the Village prior to purchasing that line(s) of coverage. RSC proposes the following commission structure under an agent of record arrangement each year, and commission rates would be addressed annually to accommodate adjustments for premium rate increases:

Line of Coverage:	Commission Rate:
Medical/Rx	Four Percent (4%)
Dental	Five Percent (5%)
Vision	Five Percent (5%)
Life and AD&D	Five Percent (5%)
Long Term Disability	Five Percent (5%)
Employee Assistance Plan	Ten Percent (10%)
Pet Insurance	Ten Percent (10%)

RISK strategies | GEHRING GROUP
A RISK STRATEGIES COMPANY

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800.244.3696 toll free
561.626.6970 fax

We thank you in advance for your consideration of our proposal of a piggyback contract to continue our exceptional service, and we are happy to provide any additional clarification or information that may be requested.

Sincerely,

Kurt N. Gehring, National Practice Leader - Public Entities

AGREEMENT FOR BROKER SERVICES
(Insurance Agent Broker of Record)

This Agreement for Broker Services ("Agreement") is made as of the _____ day of _____, 2026, by and between the **VILLAGE OF PALM SPRINGS**, 226 Cypress Lane, Palm Springs, Florida 33461-1699, a Florida municipal corporation ("VILLAGE"), and **RSC INSURANCE BROKERAGE, INC., d/b/a GHERING GROUP,** a Florida corporation, whose address is 3500 Kyoto Gardens Drive, Palm Beach Gardens, Florida 33410 ("BROKER").

RECITALS

WHEREAS, the VILLAGE is in need of an insurance agent to provide broker services for the VILLAGE's various insurance needs; and,

WHEREAS, on August 7, 2025, the City of Parkland, Florida ("Parkland"), through its competitive selection process (RFP No. 2025-03) awarded an agreement to the BROKER for substantially the same services sought by the VILLAGE ("Parkland Contract"); and,

WHEREAS, the VILLAGE has reviewed the terms of the Parkland Contract and has determined the BROKER's rates set forth therein for the needed services are fair and reasonable; and,

WHEREAS, the VILLAGE requested and the BROKER has agreed to extend the terms of the Parkland Contract to the VILLAGE and the BROKER has executed this Agreement with the VILLAGE to utilize the terms of the Parkland Contract; and,

WHEREAS, the VILLAGE finds that entering into this Agreement is in compliance with the VILLAGE's Purchasing Code and serves a valid public purpose.

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. Parkland Contract, Effective Date, and Term. The Parkland Contract with the BROKER 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 Parkland under the Parkland Contract. The effective date of this Agreement is October 1, 2025. Unless earlier terminated, the term of this Agreement shall not exceed (1) year. This Agreement may be renewed for additional annual terms for as long as the Parkland Contract is likewise renewed.

3. Service Request(s). The VILLAGE does not guarantee that it will utilize this Agreement or the BROKER for any needed services hereunder. If the Village seeks services from the BROKER under this Agreement, the VILLAGE's ordering mechanism for the goods and services shall be a VILLAGE issued Service Request, which the Village may send via email (with delivery receipt) to the BROKER. The scope of services to be provided by the BROKER shall be set forth in each VILLAGE issued Service Request. The BROKER shall not provide any services under this Agreement without a VILLAGE issued Service Request specifically for this purpose. The BROKER shall not provide any services which are outside the scope of an issued Service Request and the BROKER shall not exceed the expressed amounts stated in the Service Request to be paid to the BROKER.

4. Not to Exceed Amount for Services. The BROKER shall be compensated for its services consistent with commission rate schedule set forth in the Parkland Contract and to be paid by insurance carrier(s) selected for the desired insurance services.

5. Documents and Conflict of Terms and Conditions. The complete agreement between the VILLAGE and the BROKER consists of the terms and conditions in this Agreement, VILLAGE issued Service Requests, and the Parkland Contract. The aforementioned documents 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 construction and design industry standards. In the event of any inconsistency, conflict or ambiguity between or among the above documents, the terms and conditions of this Agreement shall take precedence with any VILLAGE issued Service Request(s) next taking precedence.

6. Miscellaneous Provisions.

6.1 *Successors and Assigns*. The VILLAGE and BROKER 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 this Agreement.

6.2 *Insurance*. BROKER shall maintain the insurance as required in Parkland Contract applicable to the goods and services being delivered hereunder. Said insurance will name the "Village of Palm Springs, its officials, employees and agents" as an additional insured.

6.3 *Headings, References and Exhibits*. The headings contained in this Agreement 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 Agreement.

6.4 *Counterparts*. This Agreement 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 Agreement; Amendment*. This Agreement 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 Agreement, constitutes the entire agreement of the parties relating to the subject matter hereof. This Agreement may not be altered or amended except by a writing signed by the parties hereto.

6.6 *Lien Rights*. The BROKER shall have no lien rights regarding any property owned by the VILLAGE or otherwise.

6.7 *Governing Law; Consent to Jurisdiction*. This Agreement 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 Agreement; (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 Agreement or the subject matter hereof may not be enforced in or by such courts.

6.8 *Third Party Beneficiary rights*. This Agreement 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 Agreement 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 *Public Records*. BROKER 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 Agreement and following completion of this Agreement if the BROKER does not transfer the records to the VILLAGE.
(4) Upon completion of this Agreement, transfer, at no cost, to the VILLAGE all public records in possession of the BROKER or keep and maintain public records required by the VILLAGE to perform the service. If the BROKER transfers all public records to the VILLAGE upon completion of the Agreement, the BROKER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the BROKER keeps and maintains public records upon completion of the Agreement, the BROKER 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 BROKER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BROKER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT (561) 584-8200 Ext. 8431, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

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

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

6.13 *Notices*. Except for Service Requests, which may be sent via email pursuant to Paragraph 3 of this Agreement, all notices required in this Agreement shall be hand-delivered, sent by certified mail, return

receipt requested, or by over-night delivery by a nationally recognized courier (with receipt of delivery) to the addresses appearing on the first page of this Agreement.

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

6.15 *No Consequential Damages*. Notwithstanding any other provision in this Agreement, in no event shall either party be liable to the other party for any incidental, special, indirect, liquidated, consequential, or punitive damages arising out of or related to this Agreement, whether such alleged damages are labeled in tort, contract, or otherwise, and even if a party has been advised of the possibility of such damages.

6.16 *Execution/Delivery*. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and such counterparts will constitute one and the same instrument. The parties agree to accept the execution and delivery of this Agreement by electronic means and shall treat the same as an original.

6.17 *Authorized Signatory*. By signing this Agreement, the undersigned individual agrees and warrants that he/she is authorized by the BROKER to enter this Agreement and bind the BROKER to this Agreement.

7. Public Entity Crimes, E-Verify, and Scrutinized Companies.

7.1 As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Agreement, BROKER certifies that it, its affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted BROKER list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

7.2 If applicable to the BROKER, pursuant to Section 448.095(5), Florida Statutes, the BROKER, and any subcontractor thereof, shall register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor and the subcontractor.

7.3 As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into the Agreement, BROKER certifies that it is not participating in a boycott of Israel. The VILLAGE and BROKER agree that the VILLAGE will have the right to terminate the Agreement if BROKER is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

8. Compliance with Section 787.06. By signing this Agreement as set forth below, the BROKER's authorized representative attests under penalty of perjury that the BROKER does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the VILLAGE and BROKER have caused this Agreement for Broker Services (Insurance Agent Broker of Record) to be executed the day and year shown above.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Bev Smith, Mayor

ATTEST

_____
Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

_____
Christy Goddeau, Village Attorney

BROKER: **RSC INSURANCE BROKERAGE, INC., d/b/a GHERING GROUP,**

By: _____

[Corporate Seal]

Print Name: _____

Title: _____

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE FOREGOING instrument was acknowledged before me by means of __ physical presence or __online notarization on this ____ day of _____, 2026, by _____ of RSC INSURANCE BROKERAGE, INC., d/b/a GHERING GROUP, a corporation authorized to do business in the State of Florida, who is personally known to me or who has produced_____ as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.09, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind RSC INSURANCE BROKERAGE, INC., d/b/a GHERING GROUP, to the same.

Notary Seal: _____
Notary Public Signature

Village of Palm Springs

Executive Brief

AGENDA DATE: July 23, 2026

DEPARTMENT: Public Works

ITEM #4: Ratification of Emergency Procurement for HVAC Replacement at the Police Department original building:

SUMMARY: The HVAC system at the police department's original building is comprised of 40-ton unit which cools and heats the original building facility. Staff recently had all of the units inspected by Trane certified technicians and determined that the 40 ton Trane split system unit that runs the original police department building is operating at 50% capacity and at risk of catastrophic failure. Given the age of the 40 ton unit, procuring parts to repair the system is becoming increasingly more difficult and costly. In order to maintain the facility in full operability, replacement of the 40tn unit is a necessity and must be performed as soon as possible.

Staff procured a proposal through the Sourcewell Cooperative Purchase contracted vendor, Hall Mechanical and Air Conditioning LLC, for the replacement of the 40ton Trane split system unit to replace the existing failing unit. The proposal is at a cost not to exceed $251,557.21 which is inclusive of all temporary cooling, labor, material, equipment, and warranty. Given the high level of consequence and long lead times to receive the replacement 40-ton unit, staff proceeded with the emergency procurement of the unit per the Village's Procurement policy, and is now presenting the item to council for ratification.

FISCAL IMPACT:
The Construction Contract with Hall Mechanical and Air Conditioning, LLC is at a cost not to exceed $251,557.21 and is being funded from Account #xxxxxx-56200 (Emergency TO#xxx). The funding for this item is contingent on the approval of a budget amendment being presented to council on July 7, 2026.

ATTACHMENTS:
1. Village of Palm Springs_Construction Contract_HMAC - signed

CONTRACT FOR CONSTRUCTION
(Cooperative Purchase Quote Based – HVAC Original Police Department)

THIS CONTRACT FOR CONSTRUCTION ("Contract") is entered on this 24th day of June, 2026, by and between the **Village of Palm Springs**, a Florida municipal corporation with its primary office located at 223 Cypress Lane, Palm Springs, FL 33461 ("Village"), and **Hall Mechanical and Air Conditioning, LLC,** a limited liability company authorized to do business in the State of Florida with its primary office located at 2040 Tigertail Blvd., Suite E, Dania, FL 33004 ("Contractor").

WHEREAS, Sourcewell, a State of Minnesota local government entity, issued an invitation for bid for an indefinite delivery-indefinite quantity construction contract which can be utilized by participating entities like the Village of Palm Springs ("IFB"); and

WHEREAS, Sourcewell advertised the IFB in Palm Beach County in compliance with Florida Statutes and received a responsive bid from the Contractor with unit pricing for general contractor construction services; and

WHEREAS, Sourcewell awarded the IFB to the Contractor (Contract #FL-R6-HVAC-092524-HML) inclusive of the General Terms and Conditions and Contract Documents identified therein) based on the Contractor's responsive bid ("Sourcewell Agreement"); and

WHEREAS, the Village requested and obtained a quote from the Contractor based on the Sourcewell Agreement to provide a 40-ton Trane Split System replacement at the Village's original Police Department building including all work associated therewith and related materials and services (generally located at 230 Cypress Lane, Palm Springs) ("Quote"); and

WHEREAS, the Village desires to accept the Contractor's Quote for the Project; and

WHEREAS, the Village finds entering this Contract with the Contractor for all work set forth herein serves a valid public purpose.

NOW THEREFORE, the Village hereby engages the Contractor, and in consideration of the mutual promises herein contained, the sufficient of which is hereby acknowledged by both parties, the parties agree as follows:

Article 1. DEFINITIONS.

1.1 Contract Documents. The Contract Documents are incorporated herein by reference as if originally set forth in this Contract, and comprise the entire agreement between the Village and Contractor. The Contract Documents consist of this Contract, the Contractor's Quote (which is attached hereto as **Exhibit "A"**); the Sourcewell Agreement (Contract # FL-R6-HVAC-092524-HMC inclusive of the General Terms and Conditions and Contract Documents identified therein), and any duly executed and issued Change Orders, Work Directive Changes, Field Orders and amendments relating thereto. If, during the performance of the work, the Contractor finds an ambiguity, error or discrepancy in the Contract Documents, the Contractor shall so notify the Village, in writing, within five (5) business days and before proceeding shall obtain a written interpretation or clarification. Failure to obtain a written interpretation or clarification will be deemed a waiver of the ambiguity, error or discrepancy by the Contractor. The Village will not be responsible for any oral instructions, clarifications, or other communications except those provided in writing in response to Contractor's request for clarification of an ambiguity, discrepancy or error.

In resolving conflicts in any of the Contract Documents, the order of precedence shall be as follows:

First Priority:	Duly executed Change Orders
Second Priority:	This Contract
Third Priority:	Sourcewell Agreement (inclusive of the General Terms and Conditions and Contract Documents identified therein)
Fourth Priority:	Contractor's Quote (Exhibit "A")

1.2 Contract Administrator. Whenever the term Contract Administrator is used herein, it is intended to mean **the Director of Public Works or designee, Village of Palm Springs, Florida**. In the administration of this Contract, all parties may rely upon instructions or determinations made by the Contract Administrator except that all determinations that result in an increase in Contract Time and/or an increase in the Contract Price, shall require a formal Change Order executed by the Village Manager or the Village Council (depending on the authority set forth in the Village's Procurement Code).

1.3 Contract Price. The total Contract Price is **Two Hundred Fifty-One Thousand Five Hundred Fifty-Seven Dollars and .21/100 Cents ($251,557.21).** The Village shall not reimburse the Contractor for any additional costs incurred as a direct or indirect result of the Contractor performing the work under this Contract unless the Contractor receives prior written approval from the Village's Contract Administrator. The Contract price shall be payable in accordance with paragraph 3 of this Contract.

1.4 Work. The Work under the Contract Documents shall consist of all goods and services necessary for the Contractor to complete all Work as set forth in the Contractor's Quote (Exhibit "A"). The Contractor's Work set forth in Exhibit "A" shall be performed consistent with this Contract and the Sourcewell Agreement inclusive of the General Terms and Conditions and Contract Documents identified therein. The Village acknowledges and accepts that the Contractor's Quote (Exhibit "A"), including all scope clarifications, assumptions, exclusions, limitations, and defined responsibilities, forms the basis of the Contractor's pricing and performance obligations. The Contractor shall not be required to perform any work, services, or responsibilities not expressly included in Exhibit "A" unless authorized by a written Change Order executed by both parties. If the Contract Documents are silent, unclear, or inconsistent regarding a specific task, responsibility, or condition, the clarifications, assumptions, and exclusions contained in Exhibit "A" shall govern the Contractor's obligations and shall be used to interpret the scope of the Work and the associated with the Contract Price.

Article 2. CONTRACT TIME; PUNCH-LIST; LIQUIDATED DAMAGES.

2.1 Upon the Village's and the Contractor's execution of this Contract and the Village's issuance of a notice to proceed or purchase order to the Contractor. Substantial completion of the Work shall be within **130 calendar days** from the notice to proceed or Village issued purchase order (whichever is earlier). Final completion of all Work and all punch-list items (if any) shall be within **145 calendar days** from the notice to proceed or Village issued purchase order (whichever is earlier). The foregoing timeframes are subject to a force majeure event as set forth in Article 8 (below).

2.2 **Liquidated Damages. The Village and Contractor recognize that time is of the essence of this Contract and that the Village will suffer financial loss if the Work described in the Contract Documents is not completed within the times specified in paragraph 2.1 above subject to an extension of time for a force majeure event. The Village and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the Village would suffer in the event**

Contractor neglects, refuses, or otherwise fails to complete the Work within the time specified. Accordingly, instead of requiring any such proof, the Village and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the Village Five Hundred Dollars ($500.00) for each day that expires after the times specified in paragraph 2.1 above.

Article 3. PAYMENT PROCEDURES

3.1 Generally. The Contractor shall submit invoices detailing all Work completed and in place and all materials installed for the Project. The invoices shall be consistent with the Contractor's quote (Exhibit "A") in terms of payment timeframes. The Contractor's invoices shall be submitted to:

Village of Palm Springs
Attn: Finance Department
223 Cypress Lane
Palm Springs, FL 33461

With a copy to: Felipe Lofaso, Director Public Works at: flofaso@vpsfl.org

The Village's Contract Administrator or designee will review each invoice submitted by the Contractor. If approved by the Village's Contract Administrator or designee, the Village will make payment in accordance with the Contractor's Quote (Exhibit "A") and Florida's Prompt Payment Act (for construction services), section 218.735, Florida Statutes (2025). If an invoice is not approved, the Village will notify the Contractor within twenty (20) business days of the Village's receipt and identify the action necessary to correct the invoice or a deficiency.

3.2 **CHANGE ORDER FOR CHANGE IN CONTRACT PRICE AND/OR TIME**

3.2.1 For any changes in the scope of work and/or materials which will change the Contract Price or Contract Time, the Contractor shall submit the completed and executed Change Order form (attached as Exhibit "B") to the Village's Contract Administrator or designee.

3.2.2 The Village shall review the Change Order and either approve the same or promptly notify the Contractor of any deficiencies.

3.2.3 All Change Orders shall include the following language: *The Contractor and the Village agree that this CHANGE ORDER represents the complete agreement of the parties with respect to the Work as modified herein as of the date of this CHANGE ORDER. By approving this Change Order, the Contractor releases any and all claims that it may have against the Village under the subject Contract Documents including, but not limited to claims for equitable adjustments, which occurred or accrued prior to the effective date of this CHANGE ORDER except those claims made in writing to the Village prior to the effective date of this CHANGE ORDER.*

3.3 Final Payment. Upon final completion and acceptance of all of the Work in accordance with the Contract Documents (including all punch-list items) and final inspection by the Village, the Contractor shall submit a "final invoice" to the Village. In order for both parties to close their books and records, the Contractor will clearly state "FINAL" on the Contractor's final invoice. This certifies that all Work and the Project have been properly completed and all charges have

been invoiced to the Village. The FINAL invoice shall include a request for payment of all retainage. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor. If the Contractor's Final Invoice is approved as set forth above, the Village shall pay the remainder of the Contract Price including any amount held as retainage.

3.4 Notwithstanding the foregoing, the Village shall not be required to pay the Contractor or release any amount of retainage to the Contractor that is subject of a good faith dispute, the subject of any claim by the Contractor or anyone employed by or utilized by the Contractor for the Project, or otherwise the subject of a claim or demand by the Village.

3.5 Acceptance of final payment by the Contractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.

Article 4. SUBCONTRACTS AND INDEPENDENT CONTRACTOR.

There are no identified subcontractors for the Project. The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the work under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Village. All of the work required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the work shall be fully qualified and authorized or permitted under federal, state and local law to perform such work.

Article 5. CONTRACTOR'S REPRESENTATIONS

In order to induce the Village to enter into this Contract, the Contractor makes the following representations:

5.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the work.

5.2 If applicable, the Contractor has given the Village Contract Administrator written notice of all conflicts, errors or discrepancies that the Contractor has discovered in the Contract Documents and the written resolution thereof (if any) by the Village is acceptable to the Contractor.

5.3 The Contractor's representations set forth in this Article 5 do not extend to subsurface conditions, soil interpretation, groundwater behavior, unknown or incorrectly shown utilities on the Village's permitted plans, or any concealed condition outside the Contractor's reasonable control. The Contractor will not be responsible for identifying, guaranteeing, or correcting such conditions unless stated in the Contractor's Quote at Exhibit "A"; however, the Contractor shall promptly bring such conditions to the attention of the Village or its representative upon knowledge of the same.

Article 6. INDEMNITY, INSURANCE, BOND AND WARRANTY.

6.1 The Contractor agrees to assume liability for and indemnify and hold harmless 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. Notwithstanding the foregoing, the Contractor shall not be responsible for damages arising from or related to the negligence of the Village, its employees, its consultants, representatives or agents.

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 Statues. 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.

6.2 Prior to commencing any work, the Contractor shall provide proof of insurance coverage as required in the Sourcewell Agreement's terms and conditions. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the Village and the Contractor. All such insurance policies may not be modified or terminated without the express written authorization of the Village.

The commercial general liability and automobile policies will name the Village as an additional insured on primary, non-contributory basis and proof of all insurance coverage shall be furnished to the Village by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this section and the Sourcewell Agreement. Failure to comply with the foregoing requirements shall not relieve Contractor of its liability and obligations under this Contract.

6.3 Contractor hereby waives any and all rights to subrogation against the Village, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

6.4 Warranty. Unless the Contractor's Quote or the applicable manufacturer provides a longer warranty period, the Contractor warrants and guarantees to the Village that all Work provided under the Contract Documents by the Contractor shall be performed in accordance with the Contract Documents and all materials and parts supplied under the Contract Documents shall be free from all defects for one (1) year from the final completion of the Work. The Contractor shall provide the Village any and all manufacturers' warranties for the goods and services being provided under the Contract Documents and shall be responsible for coordinating all such warranties until final acceptance which warranties are within the Contractor's scope of Work as set forth in Exhibit "A" or by fully executed Change Order(s). Upon receipt of written notice from the Village of any non-conforming Work or any defect in any such equipment, materials, or labor during the applicable warranty period, the Contractor

shall correct, repair, replace, or otherwise remedy, at its sole cost and expense, any nonconforming or defective Work discovered, including all associated access, removal, reinstallation, patching, finishing, testing, and re-inspection necessary to deliver conforming Work at a time and in a manner acceptable to the Village. The Contractor agrees to pay for all transportation and handling costs of returned materials, if required, for repair or replacement. The Contractor's warranty in this Article 6 shall not apply to failures in the Work that arise from or relate to failures related design deficiencies or work by third parties not under the control or under contract with the Contractor.

For avoidance of doubt, the provisions of this section shall survive the termination or expiration of the Contract Documents.

Article 7. INDEPENDENT CONTRACTOR.

No relationship of employer or employee is created by this Contract; it being understood that Contractor will act hereunder as an independent contractor and none of the Contractor's, officers, directors, employees, independent contractors, representatives or agents performing services for Contractor shall have any claim under the Contract Documents or otherwise against the Village for compensation of any kind. The relationship between the Village and Contractor is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

Article 8. FORCE MAJEURE.

Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, epidemics, strikes, labor disputes, accidents, significant weather events lasting longer than three (3) days, unreasonable delays by permitting agencies, design professionals, utility providers, modular building vendors, inspectors, and governmental laws, ordinances, rules, or regulations. The Contractor or the Village may suspend its performance under this Contract as a result of a force majeure without being in default of this Contract, but upon the removal of such force majeure, the Contractor or Village shall resume its performance as soon as is reasonably possible. Upon the Contractor's request, the Village shall consider the facts and extent of any failure to perform the work and, if the Contractor's failure to perform was without its fault or negligence, the schedule may be revised accordingly, subject to the Village's rights to change, terminate, or stop any or all of the work at any time. No extension shall be made for delay occurring more than five (5) days before a notice of delay or claim therefore is made in writing to the Village. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary. Failure to timely provide notice of any delay shall waive the delay until notice is properly provided in accordance with this provision and the Contract. If an extension of time is granted, the Contract Time will be extended on a day for day basis to account for the force majeure event.

Article 9. TERMINATION.

A. TERMINATION BY VILLAGE: The Village may terminate the Contract and the Contract Documents if the Contractor:

- **(a)** refuses or fails to supply enough properly skilled workers or proper materials;
- **(b)** fails to timely prosecute the work or any portion thereof;
- **(c)** disregards or takes action contrary to any laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- **(d)** takes action, short of declaring bankruptcy, evidencing insolvency;

(e) fails or refuses to provide and/or maintain insurance or proof of insurance as required by the Contract Documents; or,

(f) otherwise is in breach of a provision of the Contract Documents.

If any of the above exist, the Village, may without prejudice to any other rights or remedies of the Village and after giving the Contractor three (3) days' written notice, and ten (10) days to cure, terminate the Contract and Contract Documents and may:

(a) take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by or paid for by the Village; and,

(b) finish the Work by whatever reasonable method the Village may deem expedient.

The Contractor shall be liable for any damage to the Village, including additional attorney and engineering/architectural fees, resulting from the Contractor's termination under this provision by the Village, including but not limited to, and any increased costs incurred by the Village in completing the work.

When the Village terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment, if any, until the work is finished.

Should it be determined by a mediator or a court of competent jurisdiction that the Village wrongfully terminated the Contract, then the Contractor agrees to treat such termination as a termination for convenience.

B. TERMINATION BY THE VILLAGE FOR CONVENIENCE

The Village may, at any time, terminate the Contract and Contract Documents for the Village's convenience and without cause. Upon receipt of written notice from the Village of such termination for the Village's convenience, the Contractor shall:

(a) cease operations as directed by the Village in the notice;

(b) take actions necessary, or that the Village may direct, for the protection and preservation of the Work; and

(c) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing orders and enter into no further orders.

In case of such termination for the Village's convenience, the Contractor shall be entitled to receive payment for all Work executed and materials in place and reasonable demobilization costs (if any). The Village shall not be liable to the Contractor for any loss of profit or any other indirect or consequential costs or damages.

Article 10. MISCELLANEOUS.

10.1 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.

10.2 Additional work, changes to the Contract Price, or Contract Time, is subject to the Village's prior written approval. The Contractor has no authority to approve such changes and has no

authority to waive the requirement of prior written authorization for extra work, changes in the Contract Time, Contract Time, or change orders

10.3 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 Articles are to the Articles of this Contract. 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.

10.4 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. The parties may sign this Contract and all Contract Documents electronically or digitally and the same shall be deemed an original signature of that party.

10.5 Entire Contract; Amendment and Waiver: This Contract (together with the other Contract Documents) 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.

10.6 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.

10.7 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.

10.8 Third Party Beneficiary rights: This Contract shall create no rights or claims whatsoever in any person other than a party herein.

10.9 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.

10.10 Effective date: The effective date of this Contract is the date the Contract is approved by the Village.

10.11 Public Records**:** 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:

(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 AT (561) 434-5084, kwynn@vpsfl.org, OR BY MAIL SENT TO THE VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

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

10.13 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.

10.14 Except where specifically provided for in the Contract Documents, the Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from the Village for direct, indirect, consequential, impact or other costs, expenses or damages, including, but not limited to, costs of acceleration or inefficiency, arising because of delay,

disruption, interference or hindrance from any cause whatsoever. Provided, however, and subject to sovereign immunity under section 768.28, Florida Statutes, that this provision shall not preclude recovery or damages by the Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of the Village. Otherwise, the Contractor shall be entitled only to extensions of the Contract Times as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

10.15 If any legal action or other proceeding is brought for the enforcement of this Contract or the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract or the Contract Documents, each party shall be responsible for their own attorney's fees at all levels. **EACH PARTY ALSO AGREES AND VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL ARISING OUT OF ALLEGED DISPUTE, BREACH, DEFAULT, MISREPRESENTATION OR ANY OTHER CLAIM IN CONNECTION WITH OR ARISING FROM ANY PROVISION OF THIS CONTRACT OR THE CONTRACT DOCUMENTS INCLUDING, BUT NOT LIMITED TO, ANY COUNTERCLAIMS.**

10.16 Each of the parties agrees to perform its obligations under the Contract Documents in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of the Work and under the Contract Documents.

10.17 All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the Contractor under this Contract shall be considered a "Work for Hire" and the exclusive property of the Village. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, Contractor will assign to the Village all right, title and interest in and to Contractor's copyright(s) for such Documents. Contractor shall execute and deliver to Village such instruments of transfer and take such other action that Village may request, including, without limitation, executing and filing, at Village's expense, copyright applications, assignments and other documents required for the protection of Village's right to such Documents. The Contractor shall retain copies of the Documents for a period of three (3) years from the date of completion of the Project. The Village grants to the Contractor the right and/or limited license to use a portion of the Documents prepared by the Contractor in future projects of the Contractor with said right and/or limited license to use a portion at Contractor's own risk and without any liability to Village. Any modifications made by the Village to any of the Contractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the Contractor will be at the Village's sole risk and without liability to the Contractor.

10.18 COMPLIANCE WITH SECTION 787.06**.** By executing this Contract before a notary public and taking an oath under the penalty of perjury, the Contractor attests and warrants that the Contractor does not use coercion for labor or services as defined in section 787.06, Florida Statutes (2025).

10.19 Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

10.20 As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Contract Documents, the Contractor certifies that it and its affiliates 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.

10.21 As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into the Contract Documents, the Contractor certifies that it is not participating in a boycott of Israel. Village and Contractor agree that the Village will have the right to terminate the Contract Documents if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

10.22 Pursuant to Section 448.095(2), Florida Statutes, the Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (receiving funding under this Contract) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees.

10.23 Except as otherwise provided herein, any formal notice required to be given under the Contract Documents shall be sent by certified mail (return receipt requested) or by nationally recognized overnight courier as to the parties' primary office location provided at the outset of this Contract. Either party may amend this notice provision by written notice to the other party.

10.24 By executing this Contract, on behalf of the Contractor, the undersigned hereby warrants and represents to the Village that he or she has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract on behalf of the Contractor for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

10.25 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.

10.26 Since all work is being performed on Village real property, Florida's Construction Lien Law (Sections 713.001 – 713.37, Florida Statutes) is not applicable to this Contract or the Contract Documents.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Village and Contractor have caused this Contract for Construction (HVAC) to be executed the day and year shown above.

VILLAGE OF PALM SPRINGS, FLORIDA

By: Michael Bornstein
Michael Bornstein (Jun 25, 2026 14:52:03 EDT)
Michael Bornstein, Village Manager

ATTEST:

By: Kimberly M. Wynn
Kimberly Wynn, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: Christy Goddeau
Christy Goddeau (Jun 25, 2026 11:37:31 EDT)
Christy Goddeau, Village Attorney

CONTRACTOR: **Hall Mechanical and Air Conditioning, LLC**

By: _____

Print Name: Dwayne Hall

Title: CEO

[Corporate Seal]

STATE OF Florida)
COUNTY OF Broward)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 24th day of June 2026, by Dwayne Hall, as the CEO [title] of Hall Mechanical and Air Conditioning, LLC, a company authorized to do business in the State of Florida, who is personally known to me or who has produced State ID as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind Hall Mechanical and Air Conditioning, LLC, to the same.

_____ Exp: 8/28/2028
Notary Public Signature

[Notary Seal]

Notary Public State of Florida
Michael Labita
My Commission HH 523489
Expires 8/28/2028

EXHIBIT "A"
(Contractor's Quote – 11 pages dated June 23, 2026)

Work Order Signature Document

EZIQC Contract No.: FL-R6-HVAC-092524-HML

[X] **New Work Order** [ ] **Modify an Existing Work Order**

Work Order Number.:	157225.00	Work Order Date:	06/23/2026
Work Order Title:	Village of Palm Springs - PD - HVAC		
Owner Name:	SOURCEWELL - FLORIDA - Village of Palm Springs	Contractor Name:	Hall Mechanical and Air Conditioning LLC
Contact:	Felipe Lofaso	Contact:	Frank Hall
Phone:	(561) 301-7037	Phone:	954-682-8739

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No FL-R6-HVAC-092524-HML.

Brief Work Order Description:

Time of Performance Estimated Start Date:
Estimated Completion Date:

Liquidated Damages Will apply: [ ] Will not apply: [X]

Work Order Firm Fixed Price: $251,557.21

Owner Purchase Order Number:

Approvals

Michael Bornstein
Michael Bornstein (Jun 25, 2026 14:52:03 EDT)

Owner Date

Contractor 6/23/26 Date

Detailed Scope of Work

To: Frank Hall
Hall Mechanical and Air Conditioning LLC

No Data Input
No Data Input,
954-682-8739

From: Felipe Lofaso
SOURCEWELL - FLORIDA - Village of Palm Springs
226 Cypress Ln
Palm Springs, FL 33461
(561) 301-7037

Date Printed: June 23, 2026

Work Order Number: 157225.00

Work Order Title: Village of Palm Springs - PD - HVAC

Brief Scope:

☐ **Preliminary**	☐ **Revised**	☒ **Final**

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Per attached scope of work.

Subject to the terms and conditions of JOC Contract **FL-R6-HVAC-092524-HML**.

Contractor — Date 6/22/26

Michael Bornstein
Michael Bornstein (Jun 25, 2026 14:52:03 EDT)

Owner — Date

Contractor's Price Proposal - Summary

Date: June 23, 2026

Re:

IQC Master Contract #:	FL-R6-HVAC-092524-HML
Work Order #:	157225.00
Owner PO #:	
Title:	Village of Palm Springs - PD - HVAC
Contractor:	Hall Mechanical and Air Conditioning LLC
Proposal Value:	$251,557.21

Electrical DIV 23	**$1,059.13**
General DIV 1	**$26,246.06**
HVAC DIV 23	**$224,252.02**
Proposal Total	**$251,557.21**

Thisl total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

Contractor's Price Proposal - Detail

Date: June 23, 2026

Re:

IQC Master Contract #:	FL-R6-HVAC-092524-HML
Work Order #:	157225.00
Owner PO #:	
Title:	Village of Palm Springs - PD - HVAC
Contractor:	Hall Mechanical and Air Conditioning LLC
Proposal Value:	$251,557.21

	Sect.	Item	Mod.	UOM	Description	Line Total
Labor	**Equip.**	**Material**	**(Excludes)**			
Electrical DIV 23						
1	26 05 13	16 0042		MLF	4/0 AWG, 5 KV, Non-Shielded, Single Copper Conductor Cable, Installed In Duct	$1,059.13
				Installation	Quantity 0.10 x Unit Price 10,591.34 x Factor 1.0000 = Total 1,059.13	
					(3) Hot and (1) Ground estimated 25' each for 3PH power wiring to remove step up transformer and wire directly from disconnect to Condenser	
Subtotal for Electrical DIV 23						**$1,059.13**
General DIV 1						
2	01 22 16	00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	$5,415.12
				Installation	Quantity 4,922.84 x Unit Price 1.00 x Factor 1.1000 = Total 5,415.12	
					Reimbursable bond fee 2% of project total	
3	01 22 16	00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	$7,862.80
				Installation	Quantity 7,148.00 x Unit Price 1.00 x Factor 1.1000 = Total 7,862.80	
					Permit fees estimated 3% of project total	
4	01 22 20	00 0060		HR	Principal EngineerFor tasks not included in the Construction Task Catalog® and as directed by owner only.	$5,248.00
				Installation	Quantity 25.00 x Unit Price 209.92 x Factor 1.0000 = Total 5,248.00	
					Engineer for site plan, mechanical plan, Electrical plan and wind load calcs and tie down details per FBC	
5	01 22 23	00 1404		MO	25 Ton Portable Spot Cooling Unit	$5,035.42
				Installation	Quantity 1.00 x Unit Price 5,035.42 x Factor 1.0000 = Total 5,035.42	
					Temp unit rental for project duration	
6	01 22 23	00 1407		EA	Set-up Charge For Rental Of 20 To 25 Ton Portable Spot CoolerIncludes delivery, setup, connection to power outlet and conncection to duct and removal. Excludes electrical wiring.	$491.72
				Installation	Quantity 1.00 x Unit Price 491.72 x Factor 1.0000 = Total 491.72	
					Temp unit set up	

Work Order Number: 157225.00
Work Order Title: Village of Palm Springs - PD - HVAC

General DIV 1

7	01	22	23	00	1426	DAY	6-1/2 Ton Capacity, 16' To 22' Bed, 4 x 2 Flat Bed Truck With Full-Time Truck Driver					$2,193.00
								Quantity		Unit Price	Factor	Total
							Installation	2.00	x	1,096.50 x	1.0000 =	2,193.00
							Temp unit delivery and pick up 2 separate days					

Subtotal for General DIV 1 **$26,246.06**

HVAC DIV 23

8	23	07	13	00	0018	SF	1-1/2" Thick, 3 Lb./CF, FSK Rigid Fiber Glass Board Insulation					$406.80
								Quantity		Unit Price	Factor	Total
							Installation	30.00	x	10.02 x	1.0000 =	300.60
							Demolition	30.00	x	3.54 x	1.0000 =	106.20
							Rigid insulation for ductwork modifications at AHU supply, plenum return and outside air					
9	23	09	23	53	0042	EA	EXP BACnet Controller (Alerton VLX)					$8,520.98
								Quantity		Unit Price	Factor	Total
							Installation	1.00	x	8,520.98 x	1.0000 =	8,520.98
							Bacnet controller interface to be factory installed in CU at Trane for BMS tie in					
10	23	23	13	00	0017	EA	1-5/8" Refrigeration Valve, Packed					$1,059.28
								Quantity		Unit Price	Factor	Total
							Installation	2.00	x	504.78 x	1.0000 =	1,009.56
							Demolition	2.00	x	24.86 x	1.0000 =	49.72
							Refrigerant valves piping and fittings for both circuits including liquid lines and suction lines					
11	23	23	13	00	0036	EA	7/8" Solenoid Valve, Refrigeration					$595.96
								Quantity		Unit Price	Factor	Total
							Installation	2.00	x	289.24 x	1.0000 =	578.48
							Demolition	2.00	x	8.74 x	1.0000 =	17.48
							Refrigerant valves piping and fittings for both circuits including liquid lines and suction lines					
12	23	23	16	00	0019	LF	7/8" Outside Diameter Type L Drawn, ACR Copper Tubing					$560.80
								Quantity		Unit Price	Factor	Total
							Installation	40.00	x	10.44 x	1.0000 =	417.60
							Demolition	40.00	x	3.58 x	1.0000 =	143.20
							Refrigerant valves piping and fittings for both circuits including liquid lines and suction lines					
13	23	23	16	00	0022	LF	1-5/8" Outside Diameter Type L Drawn, ACR Copper Tubing					$983.20
								Quantity		Unit Price	Factor	Total
							Installation	40.00	x	19.81 x	1.0000 =	792.40
							Demolition	40.00	x	4.77 x	1.0000 =	190.80
							Refrigerant valves piping and fittings for both circuits including liquid lines and suction lines					
14	23	23	16	00	0065	EA	7/8" ACR Wrought Copper Coupling					$135.52
								Quantity		Unit Price	Factor	Total
							Installation	4.00	x	21.73 x	1.0000 =	86.92
							Demolition	4.00	x	12.15 x	1.0000 =	48.60
							Refrigerant valves piping and fittings for both circuits including liquid lines and suction lines					
15	23	23	16	00	0068	EA	1-5/8" ACR Wrought Copper Coupling					$307.68
								Quantity		Unit Price	Factor	Total
							Installation	4.00	x	52.70 x	1.0000 =	210.80
							Demolition	4.00	x	24.22 x	1.0000 =	96.88
							Refrigerant valves piping and fittings for both circuits including liquid lines and suction lines					

Work Order Number: 157225.00
Work Order Title: Village of Palm Springs - PD - HVAC

HVAC DIV 23

16	23 23 16 00 0093	EA	7/8" ACR Wrought Copper Long Radius 90 Degree Elbow									$175.96
				Quantity		Unit Price		Factor		Total		
			Installation	4.00	x	31.84	x	1.0000	=	127.36		
			Demolition	4.00	x	12.15	x	1.0000	=	48.60		
			Refrigerant valves piping and fittings for both circuits including liquid lines and suction lines									
17	23 23 16 00 0096	EA	1-5/8" ACR Wrought Copper Long Radius 90 Degree Elbow									$433.48
				Quantity		Unit Price		Factor		Total		
			Installation	4.00	x	84.15	x	1.0000	=	336.60		
			Demolition	4.00	x	24.22	x	1.0000	=	96.88		
			Refrigerant valves piping and fittings for both circuits including liquid lines and suction lines									
18	23 23 16 00 0107	EA	7/8" ACR Wrought Copper 45 Degree Elbow									$151.20
				Quantity		Unit Price		Factor		Total		
			Installation	4.00	x	25.65	x	1.0000	=	102.60		
			Demolition	4.00	x	12.15	x	1.0000	=	48.60		
			Refrigerant valves piping and fittings for both circuits including liquid lines and suction lines									
19	23 23 16 00 0110	EA	1-5/8" ACR Wrought Copper 45 Degree Elbow									$362.96
				Quantity		Unit Price		Factor		Total		
			Installation	4.00	x	66.52	x	1.0000	=	266.08		
			Demolition	4.00	x	24.22	x	1.0000	=	96.88		
			Refrigerant valves piping and fittings for both circuits including liquid lines and suction lines									
20	23 23 16 00 0121	EA	7/8" ACR Wrought Copper Tee									$110.40
				Quantity		Unit Price		Factor		Total		
			Installation	2.00	x	36.93	x	1.0000	=	73.86		
			Demolition	2.00	x	18.27	x	1.0000	=	36.54		
			Refrigerant valves piping and fittings for both circuits including liquid lines and suction lines									
21	23 23 16 00 0154	EA	7/8" Outside Diameter Sight Glass With Moisture And Liquid Indicator, Solder Connection									$280.34
				Quantity		Unit Price		Factor		Total		
			Installation	2.00	x	116.74	x	1.0000	=	233.48		
			Demolition	2.00	x	23.43	x	1.0000	=	46.86		
			Sight glasses for both circuits									
22	23 23 16 00 0162	EA	7/8" Outside Diameter Replaceable Core Type Filter Drier, Solder Connections									$1,122.18
				Quantity		Unit Price		Factor		Total		
			Installation	2.00	x	553.03	x	1.0000	=	1,106.06		
			Demolition	2.00	x	8.06	x	1.0000	=	16.12		
			Liquid line filter driers both circuits									
23	23 23 16 00 0165	EA	1-5/8" Outside Diameter Replaceable Core Type Filter Drier, Solder Connections									$1,514.72
				Quantity		Unit Price		Factor		Total		
			Installation	2.00	x	747.84	x	1.0000	=	1,495.68		
			Demolition	2.00	x	9.52	x	1.0000	=	19.04		
			Suction line filter driers both circuits									
24	23 23 16 00 0203	EA	7/8" In x 1-3/8" Out, 15 To 20 Ton, Thermostatic Expansion Valve									$1,391.62
				Quantity		Unit Price		Factor		Total		
			Installation	2.00	x	687.75	x	1.0000	=	1,375.50		
			Demolition	2.00	x	8.06	x	1.0000	=	16.12		
			TXV's for both circuits									
25	23 23 16 00 0216	EA	7/8" Outside Diameter Braided Stainless Steel Over Copper Vibration Absorber									$209.86
				Quantity		Unit Price		Factor		Total		
			Installation	2.00	x	104.93	x	1.0000	=	209.86		
			Liquid line vibration absorbers									

Work Order Number: 157225.00
Work Order Title: Village of Palm Springs - PD - HVAC

HVAC DIV 23

26	23 23 16 00 0219		EA	1-5/8" Outside Diameter Braided Stainless Steel Over Copper Vibration Absorber								$557.02
			Installation		Quantity 2.00	x	Unit Price 278.51	x	Factor 1.0000	=	Total 557.02	
				Suction line vibration absorbers								
27	23 23 16 00 0234		EA	Internal Coil/Refrigerant Piping FlushUp to 10 ton AC system.								$668.54
			Installation		Quantity 2.00	x	Unit Price 334.27	x	Factor 1.0000	=	Total 668.54	
				Flush 2 line sets after equipment removal								
28	23 23 23 00 0007		LB	R-410A Refrigerant								$1,582.00
			Installation		Quantity 100.00	x	Unit Price 15.82	x	Factor 1.0000	=	Total 1,582.00	
				New R410a Freon installed into new System to maintain warranty and allow factory start up								
29	23 31 13 13 0005		LB	Seal Class A, Rectangular Or Square, Galvanized Steel Sheet Metal Ductwork								$2,330.00
			Installation		Quantity 200.00	x	Unit Price 10.06	x	Factor 1.0000	=	Total 2,012.00	
			Demolition		200.00	x	1.59	x	1.0000	=	318.00	
				Sheet metal ductwork demo and replace for connections to Supply air, return air plenum, and outside air								
30	23 31 13 13 0005	0358	MOD	For Up To 200, Add								$798.00
			Installation		Quantity 200.00	x	Unit Price 3.99	x	Factor 1.0000	=	Total 798.00	
				Mod for metal ductwork supply and return								
31	23 31 13 13 0005	0674	MOD	For Elevated Installation >10' To 15', Add								$82.00
			Installation		Quantity 200.00	x	Unit Price 0.41	x	Factor 1.0000	=	Total 82.00	
				Mod for metal ductwork supply and return								
32	23 63 13 00 0010		EA	40 Ton Air-Cooled Condensing Unit With Compressor, Condenser, Fan And Motor								$42,880.73
			Installation		Quantity 1.00	x	Unit Price 41,541.17	x	Factor 1.0000	=	Total 41,541.17	
			Demolition		1.00	x	1,339.56	x	1.0000	=	1,339.56	
				Trane 40 ton Condenser 208V 3PH with accessories to match existing spec and build using Trane serial numbers and build sheet. See condenser Submittal								
33	23 63 13 00 0010	0169	MOD	For Low Ambient Protection, 0 Degree F, Add								$2,490.23
			Installation		Quantity 1.00	x	Unit Price 2,490.23	x	Factor 1.0000	=	Total 2,490.23	
				Mod for accessory to match existing								
34	23 73 13 00 0075		EA	20,000 CFM Multizone Air Handling Unit, Built-Up, Horizontal / Vertical, Draw-Through Fan								$88,942.96
			Installation		Quantity 1.00	x	Unit Price 85,062.01	x	Factor 1.0000	=	Total 85,062.01	
			Demolition		1.00	x	3,880.95	x	1.0000	=	3,880.95	
				Trane Modular multizone Custom Air handler with accessories to match existing spec and build using Trane serial numbers and build sheet. See Air Handler Submittal								
35	23 73 13 00 0075	0316	MOD	For Economizer, Panel, Controls And Damper(s), Add								$2,705.00
			Installation		Quantity 1.00	x	Unit Price 2,705.00	x	Factor 1.0000	=	Total 2,705.00	
				Spec build to match existing								
36	23 73 13 00 0075	0333	MOD	For Combination Filter Mixing Box And Throwaway Filters, Add								$20,434.07
			Installation		Quantity 1.00	x	Unit Price 20,434.07	x	Factor 1.0000	=	Total 20,434.07	
				Spec build to match existing								

Contractor's Price Proposal - Detail Continues..

Work Order Number: 157225.00
Work Order Title: Village of Palm Springs - PD - HVAC

HVAC DIV 23

37	23	73	13	00 0075	0339	MOD	For Direct Expansion Cooling Coil, Aluminum Fins, Add						$32,361.95
								Quantity		Unit Price		Factor	Total
							Installation	1.00	x	32,361.95	x	1.0000 =	32,361.95
							Spec build to match existing						
38	23	73	13	00 0075	0343	MOD	For 2 Coils, Independent Circuits, Add						$10,096.58
								Quantity		Unit Price		Factor	Total
							Installation	1.00	x	10,096.58	x	1.0000 =	10,096.58
							Spec build to match existing						

Subtotal for HVAC DIV 23 **$224,252.02**

Proposal Total **$251,557.21**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

Subcontractor Listing

Date: June 23, 2026

Re:

IQC Master Contract #:	FL-R6-HVAC-092524-HML
Work Order #:	157225.00
Owner PO #:	
Title:	Village of Palm Springs - PD - HVAC
Contractor:	Hall Mechanical and Air Conditioning LLC
Proposal Value:	$251,557.21

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		$0.00	0.00

Hall Mechanical & Air-Conditioning, LLC
2040 Tigertail Blvd, Ste E, Dania Beach, FL 33004
PH: 954.682.8739
Email: dhall@hmacair.com
www.hmacair.com

Date: 6.17.26
Project: Job order 157225.00 Palm Springs Police Department
RE: SOW to Accompany proposal for 40-ton Trane Split system replacement

The following is the scope of work derived from the onsite walkthrough with Felipe Lofaso 6/11/26.

- Work to be completed Normal hours
- Complete/pay for Permitting and engineering for the replacement of the 40-ton Split system
- Recover refrigerant
- Palm Springs to hire and HMAC to coordinate with Palm Springs controls vendor for removal and re-installation of the existing BMS controls in new Trane system.
- Via Crane remove existing 40-ton Trane CU and set new Trane CU.
- New 40-ton Trane CU M# RAUJC404B utilizes R410a refrigerant
- New 40-ton AHU Trane Performance Climate Change Modular
- New Trane CU to come BACNET ready for BMS tie in.
- New CU to have same accessories factory installed matching existing via serial number build search.
- New CU to have coils factory coated for corrosion resistance.
- New AHU to have same accessories factory installed matching existing via serial number build search
- 2-5th year parts warranty on entire unit from Trane
- 1 year labor warranty on entire unit from Trane
- Existing refrigerant piping to be nitrogen flushed to clear any debris from existing compressor burnouts.
- New sight glasses and filter driers for both circuits.
- New copper freon lines as required for removal and installation
- New suction line insulation sealed for UV protection on both circuits of new CU for all outdoor exposed piping in mechanical yard.

- After refrigerant piping completed, system to be pressure tested followed by Both circuits being placed under vacuum to approximately 500 microns.
- New R410a refrigerant to be installed in the system (existing recovered refrigerant not to be re-used as compressor burnouts may have contaminated the refrigerant oils.)
- Supply, Return cabinet and make up air ductwork removed, replaced and re-installed with new including insulation.
- Existing VFD for AHU blower motor to be removed and new AHU blower motor wired directly from the AHU disconnect. The new AHU dual blower motors come with Drives attached, no exterior drive necessary
- System to be started and tested for operation manually
- Palm Springs BMS vendor to re-install BMS on Monday morning following our installation.
- Temp 25 ton Packed unit to be set and ducted in via Louver to RA plenum opening and SA main duct to provide cooling during replacement project
- Existing CU is 460v 3PH using a step up transformer, HMAC to order new AHU in 208v 3PH and demo/remove the existing step up transformer and wire existing disconnect to pipe directly to new CU in 208v 3PH without the step up transformer.

Thank You,

Frank Hall

Hall Mechanical & Air-Conditioning, LLC

EXHIBIT "B"

CHANGE ORDER FORM

Project Number: _____ **Contractor:** _____

Contractor's Project Representative's E-Mail: _____

Contractor's Project Representative's Phone Number: _____

Project Name: _____

Contract Effective Date: _____

Change Order Number: _____

Change Order Effective Date: _____ [*TO BE COMPLETED BY VILLAGE]*

Change Order Type: **INCREASE IN CONTRACT PRICE**

Associated Change in Contract Time: _____ (work days)

Existing Purchase Order / Work Order Number: _____ (if applicable)

Description of Change as requested by Owner:

_____
_____
_____
_____
_____.

Price of Original Contract: $_____

Current Price of Contract (including prior Change Orders): $_____

Price of Current Change Order: $_____

New Contract Price: $_____

Basis of Price Change: ___ Unit Price ___ Time & Material ___ Lump Sum

Contract Time Change: ___ No Change ___ Extended ____ Decreased by ____ work days

**** Contractor shall attach all supporting documentation, which will be incorporated herein by reference.***

(*Increases in Unit Prices should be identified in the table below*).

1	2	3	4	5	6
Item No.	**Description**	**Qty**	**Unit**	**Unit Price**	**Increase In Contract Price**
1					
2					
3					
4					
5					

The Contractor and the Village agree that this CHANGE ORDER represents the complete agreement of the parties with respect to the Work as modified herein as of the date of this CHANGE ORDER.

By approving this Change Order, the Contractor releases any and all claims that it may have against the Village under the subject Contract Documents including, but not limited to claims for equitable adjustments, which occurred or accrued prior to the effective date of this CHANGE ORDER except those claims made in writing to the Village prior to the effective date of this CHANGE ORDER.

This Change Order may be executed in counterparts and is not effective until approved by either the Village Manager or Village Council (as designated on the last page of this Change Order).

Reviewed and Accepted by Contractor : _____

(Contractor Name)

_____ _____ _____

Contractor Representative (Signature) Title Date

VILLAGE: Based on the foregoing and the attached supporting documentation, the Owner's Contract Administrator recommends the proposed Change Order for submission to the Village Council or Village Manager.

Recommended for approval by: _____ _____

_____, Director Date

IN WITNESS WHEREOF, the Village of Palm Springs has approved this Change Order No. ____ to the _____ Project on _____, 20__.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____FORM ONLY_____
Michael Bornstein, Village Manager

ATTEST:

By: _____
Kimberly Wynn, Village Clerk

APPROVED AS TO FORM
LEGAL SUFFICIENCY:

By: _____
Christy Goddeau, Village Attorney

**The Village Manager may be authorized to execute a Change Order(s) under the Village's Purchasing Code.*

Attachments: (*Contractor shall attach all supporting documentation*)

PUBLIC CONSTRUCTION BOND

Prepared by and return to:

PUBLIC CONSTRUCTION BOND
(Pursuant to sec. 255.05, Florida Statutes)

Surety Bond No. _____

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PRINCIPAL/CONTRACTOR:
Name:
[Principal Business Address]

Telephone Number:

SURETY:
Name:
[Principal Business Address]

Telephone Number:

OWNER:

CONTRACT:
Date:
Amount:
Description (Name and Location):

BOND:
Date (Not earlier than Contract Date):
Amount:

This Bond is issued in favor of the _____, as Owner and Obligee, and conditioned on the full and faithful performance of the Contract.

1. Principal/Contractor has entered into a contract with _____ for the project generally identified as the "_____" ("Contract"), with conditions and provisions as are further described in the aforementioned Contract, which Contract, including all of its attachments, exhibits, and incorporated documents (hereinafter, collectively, the "Contract Documents") is incorporated by reference and made a part hereof in its entirety.

2. Principal and Surety are bound to the Owner and Obligee in the sum of the Contract Amount set forth above for payment of which we bind ourselves, our heirs, personal representatives, executors, administrators, successors, and assigns, jointly and severally.

3. THE CONDITION OF THIS BOND is that if Principal:

a. Performs the Work required of and in accordance with the Contract Documents at the times and in the manner prescribed in the Contract Documents, which are made a part of this bond by reference; and

b. In accordance with Section 255.05, Florida Statutes, promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract Documents; and

c. Pays Owner all losses, damages (including liquidated damages), expenses, costs, and professional fees, including but not limited to attorneys' fees, including all trial and appellate proceedings, that the Owner sustains because of a default by Principal under the Contract Documents; and

d. Performs the warranty and guarantee of all work and materials furnished under the Contract Documents for the time specified in the Contract Documents, then this bond is void; otherwise it remains in full force.

If the Owner declares Contractor in default, the Owner shall notify the Surety if the Owner seeks the Surety to complete the project in accordance with the Contract Documents and the Surety may promptly remedy the default, or shall promptly complete the project in accordance with the Contract Documents.

4. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract Documents or the changes do not affect Surety's obligation under this bond and Surety waives notice of such changes. Any increase in the Contract Amount as authorized by the Owner shall accordingly increase the Surety's obligation by the same dollar amount of said increase. Principal/Contractor shall be responsible for notification to Surety of all changes to the Contract Amount. The Owner reserves the right to request an addendum or rider to this Bond for any increase in the Contract Amount, and if requested the same shall be provided by the Principal/Contractor and Surety. If the Contract Amount is increased above **twenty-five percent (25%),** the Principal/Contractor shall promptly obtain an addendum or rider from the Surety for the increased Contract Amount and record the same in the official records. A copy of the recorded addendum or rider shall be provided to the Owner.

5. Principal and Surety expressly acknowledge and agree to be bound by all terms and conditions of the Contract Documents related to liquidated, delay, and time or impact-related damages. Surety shall be bound by the warranty or warranties contained in the Contract Documents and shall be responsible for any and all warranty obligations or damages as a result of latent defects or deficiencies in the work performed under the Contract Documents. The Surety waives all rights against Owner and its agents and employees for damages or other causes of loss by the Surety's performance of its obligations under this Bond, including claims by Surety against the Owner for costs it asserts were not warranted by the Contract Documents, excluding only such rights as the Surety shall have to proceeds of such insurance held by Owner as fiduciary (if any). Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverage's and limitations of this instrument.

6. Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2) and 255.05(10), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.

Surety and Contractor, intending to be legally bound hereby, subject to the terms included herein and as required under Florida Statutes, do each cause this Bond to be duly executed on its behalf by its authorized

officer, agent, or representative.

Signed and sealed this _____day of _____, 20__.

_____	_____
Witness	Principal
Address:_____	
	_____
	Title
	(Corporate Seal)
_____	_____
Witness	Surety
Address:_____	
	_____
	Attorney-in-Fact (Attach Power of Attorney)
	_____
	Print Name
	(Corporate Seal)

IMPORTANT: Surety companies executing bonds must appear and remain on the U.S. Treasury Department's most current list (Federal Register) during construction, guarantee, and warranty periods, and be authorized to transact business in the State of Florida.

BOND MUST CONTAIN ORIGINAL SIGNATURES. NO COPIES WILL BE ACCEPTED.

Village of Palm Springs_Construction Contract_HMAC

Final Audit Report 2026-06-25

Created:	2026-06-25
By:	Kimberly Wynn (kwynn@vpsfl.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzrDZ82xneSDIPFvvxRIrKDJnVs1-kQIx

"Village of Palm Springs_Construction Contract_HMAC" History

Document created by Kimberly Wynn (kwynn@vpsfl.org)
2026-06-25 - 3:01:47 PM GMT- IP address: 151.132.2.218

Document emailed to mbornstein@vpsfl.org for signature
2026-06-25 - 3:03:39 PM GMT

Document emailed to christy@torcivialaw.com for signature
2026-06-25 - 3:03:40 PM GMT

Email viewed by christy@torcivialaw.com
2026-06-25 - 3:37:04 PM GMT- IP address: 108.233.128.114

Signer christy@torcivialaw.com entered name at signing as Christy Goddeau
2026-06-25 - 3:37:29 PM GMT- IP address: 108.233.128.114

Document e-signed by Christy Goddeau (christy@torcivialaw.com)
Signature Date: 2026-06-25 - 3:37:31 PM GMT - Time Source: server- IP address: 108.233.128.114 - Signature Appearance Selected: TYPE

Email viewed by mbornstein@vpsfl.org
2026-06-25 - 6:51:30 PM GMT- IP address: 104.47.64.254

Signer mbornstein@vpsfl.org entered name at signing as Michael Bornstein
2026-06-25 - 6:52:01 PM GMT- IP address: 151.132.2.218

Document e-signed by Michael Bornstein (mbornstein@vpsfl.org)
Signature Date: 2026-06-25 - 6:52:03 PM GMT - Time Source: server- IP address: 151.132.2.218 - Signature Appearance Selected: TYPE

Agreement completed.
2026-06-25 - 6:52:03 PM GMT

Village of Palm Springs

Executive Brief

AGENDA DATE: July 23, 2026

DEPARTMENT: Public Works

ITEM #5: Resolution No. 2026-28: Approve Community Development Block Grant (CDBG) Capital Improvement Agreement with PBC for FY26-27

SUMMARY: The Village of Palm Springs receives annual grant funding through the Palm Beach County Community Development Block Grant (CDBG) program for infrastructure improvements in the designated target area. The proposed improvements include new fencing, landscaping, a new pavilion, an American with Disabilities Act (ADA) pathway, and a new park monument sign. The annual allocation for FY26-27 is $142,079, designated for the Royal Palm Park Improvements Project at 3700 Davis Road, Palm Springs, Florida.

The CDBG Capital Improvement Agreement between Palm Beach County and the Village of Palm Springs is required to memorialize the funding for the Village to perform the construction activities.

FISCAL IMPACT:
The project is funded through a CDBG Grant fund allocation in the amount of $142,079.

ATTACHMENTS:
1. _Resolution No. 2026-28 CDBG Grant Acceptance
2. Palm Springs CDBG Capital Agreement FY26-27
3. Royal Palm Park - site plan

RESOLUTION NO. 2026-28

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVING A FISCAL YEAR 2026-2027 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CAPITAL IMPROVEMENT AGREEMENT WITH PALM BEACH COUNTY FOR ROYAL PALM PARK IMPROVEMENTS; AUTHORIZING THE MAYOR AND/OR HER DESIGNEE TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS NECESSARY FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Palm Beach County has awarded the Village of Palm Springs **$142,079** in Community Development Block Grant (CDBG) funding for improvements to Royal Palm Park ("Project"); and

WHEREAS, the Project includes construction of a pavilion, playground improvements, ADA-compliant sidewalks, landscaping, fencing, site furnishings, monument signage, and related park improvements; and

WHEREAS, the Village Council finds that acceptance of the grant and execution of the Community Development Block Grant Capital Improvement Agreement serves a valid public purpose and is in the best interests of the Village by enhancing recreational amenities for Village residents.

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

Section 1. The "Whereas" clauses incorporated herein are true and correct finds of the Village Council and are hereby made operative provisions of this Resolution by reference.

Section 2. The Village Council approves the FY 2026-2027 Community Development Block Grant Capital Improvement Agreement with Palm Beach County to receive **$142,079** in grant funds for the Project.

Section 3. The Mayor or her designee is authorized to execute the Agreement and any related documents necessary to implement the grant, subject to review by the Village Attorney.

Section 4. 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:

	Aye	Nay	Absent
BEV SMITH, MAYOR	☐	☐	☐
PATTI WALLER, VICE MAYOR	☐	☐	☐
JOHNNIE TIECHE, MAYOR PRO TEM	☐	☐	☐
KIM SCHMITZ, COUNCIL MEMBER	☐	☐	☐
GARY READY, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared this Resolution duly passed and adopted this of July 23, 2026.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:
BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
CHRISTY GODDEAU, VILLAGE ATTORNEY

PALM BEACH COUNTY
DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

INSTRUCTION TRANSMITTAL

TO: CAPITAL IMPPROVEMENT SUBRECIPIENTS (MUNICIPALITIES)
RE: FY 2026-2027 CDBG Capital Improvement Agreement (Date issued: 7/8/26)

---

1. **PRINT, SIGN AND RETURN**: **All documents MUST be Single-sided**
   - ☐ **ONE (1) SINGLE-SIDED AGREEMENT, 8 ½" x 11" ONLY**
   - ☐ **THREE (3) SIGNATURE PAGES**
   - ☐ **THREE (3) OF EACH CERTIFICATION** (Lobbying Affidavit, Debarment Affidavit)

   NOTE: Sign all documents with blue ink or digital signatures with date & time stamp

2. **SEAL:** INCLUDE **SEAL** ON ALL THREE (3) ORIGINAL SIGNATURE PAGES.

3. **CERTIFICATE OF INSURANCE**: SEE INSURANCE REQUIREMENTS FOR MUNICIPALITY AND CONTRACTOR. PROVIDE CERTIFICATE(S) AS NEEDED:

   ☐ **INSURANCE COVERAGES** must meet the insurance requirements, as outlined in the Agreement and/or required by PBC Risk Management.

   ☐ **SHOW CERTIFICATE HOLDER AS**: **"Palm Beach County Board of County Commissioners",** C/O Department of Housing & Economic Development, 100 Australian Ave, Ste 500, West Palm Beach, FL 33406

4. **SIGNATORY LETTER**: LETTER CERTIFYING THE **INDIVIDUAL(S) AUTHORIZED TO SIGN AGREEMENTS ON BEHALF OF YOUR ORGANIZATION**, PROVIDED ON LETTERHEAD AND SIGNED BY AN OFFICER OF THE CORPORATION.

   ☐ **SOURCE OF AUTHORITY:** THE SOURCE OF THE AUTHORITY MUST ALSO BE PROVIDED SINGLE-SIDED: (E.G., BOARD RESOLUTION, MEETING MINUTES, BY LAW, ETC.)

5. **RETURN BY 8/24/2026 TO:** **(DONOT STAPLE DOCUMENTS)**

   ATTN: TESSA WATTLEY
   DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT
   100 AUSTRALIAN AVENUE, 5TH FLOOR
   WEST PALM BEACH, FL 33406 TEL: 561-233-3610/ E: TWattley@pbc.gov

CDBG CAPITAL IMPROVEMENT AGREEMENT

BETWEEN PALM BEACH COUNTY

AND

VILLAGE OF PALM SPRINGS

THIS IS AN AGREEMENT, ("Agreement") with an effective date of **October 1, 2026** ("Effective Date"), by and between **Palm Beach County**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County", and the **Village of Palm Springs**, a Municipality, duly organized and existing by virtue of the laws of the State of Florida, hereinafter referred to as the "Subrecipient", having its principal office at **242 Cypress Lane, Palm Springs, FL 33461**.

WHEREAS, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development (grant number B-26-UC-12-0004) for the execution and implementation of a Community Development Block Grant Program in certain areas of Palm Beach County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, Palm Beach County, in accordance with its **FY2026-2027** CDBG Action Plan, and the Subrecipient, desire to provide the activities specified in Exhibit "A" attached hereto and made a part hereof this Agreement; and

WHEREAS, Palm Beach County desires to engage the Subrecipient, to implement such undertakings and pursuant to the terms of this Agreement, shall make available funding in the amount of **$142,079** ("Grant Funds") to the Subrecipient in exchange for said activities.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

1. DEFINITIONS

(A) **"CDBG"** means the Community Development Block Grant Program of Palm Beach County.
(B) **"County"** means Palm Beach County.
(C) "**County's Urban County Program**" shall mean the Urban County Qualification Program as defined by HUD.
(D) "**Federal Public Benefit**" means any grant, contract, loan, professional license, or commercial license provided by an agency of the United States or by appropriated funds of the United States; and any retirement, welfare, health, disability, public or assisted housing, postsecondary education, food assistance, unemployment benefit, or any other similar benefit for which payments or assistance are provided to an individual, household, or family eligibility unit by an agency of the United States or by appropriated funds of the United States, as defined in 8 USC 1611(c)
(E) **"HED Approval"** means the written approval of the HED Director or his designee.
(F) **"HED"** means Palm Beach County Department of Housing & Economic Development.
(G) **"HUD"** means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.
(H) **"Low and Moderate Income Persons"** means a member of a household whose gross annual income does not exceed 80% of the Area Median Income for Palm Beach County, adjusted by family size, and as determined and given to such term by HUD.

(I) "**Program Income**" means gross income from the use or rental of property owned by the Subrecipient that was constructed or improved with CDBG funds, less any costs incidental to the generation of such income, as defined by CDBG regulations at 570.500(a)(1)(iii). This distinguishes "income" from revenues where "income" is more limited, and is constituted by revenues less expenses, i.e., profit.

(J) "**Project**" means the CDBG Eligible Activity as identified in Section 4 below and further detailed in Exhibit "A", for which the County is providing CDBG funding.

(K) "**Qualified Alien**" (as defined in (8 USC 1641) means an alien who, at the time the alien applies for, receives, or attempts to receive a Federal public benefit, is:

1. An alien who is lawfully admitted for permanent residence under the Immigration and Nationality Act,
2. An alien who is granted asylum under section 208 of such Act,
3. A refugee who is admitted to the United States under section 207 of such Act [8 U.S.C. 1157],
4. An alien who is paroled into the United States under section 212(d)(5) of such Act [8 U.S.C. 1182(d)(5)] for a period of at least 1 year,
5. An alien whose deportation is being withheld under section 243(h) of such Act [8 U.S.C. 1253] (as in effect immediately before the effective date of section 307 of division C of Public Law 104–208) or section 241(b)(3) of such Act [8 U.S.C. 1231(b)(3)] (as amended by section 305(a) of division C of Public Law 104–208),
6. An alien who is granted conditional entry pursuant to section 203(a)(7) of such Act [8 U.S.C. 1153(a)(7)] as in effect prior to April 1, 1980,
7. An alien who is a Cuban and Haitian entrant (as defined in section 501(e) of the Refugee Education Assistance Act of 1980), or an individual who lawfully resides in the United States in accordance with a Compact of Free Association referred to in section 1612(b)(2)(G) of this title.

(L) "**Revenues**" means funds generated by activities housed on a property assisted with CDBG funds.

(M) "**Subrecipien**t" means the **Village of Palm Springs,** a Subrecipient as defined in 2 CFR Parts 184 and 200.

(N) "**Unduplicated Individuals**" means an individual who is counted only once during a specific time frame, regardless of how many times that individual received a service during said time frame.

2. PURPOSE

The purpose of this Agreement is to state the terms, covenants and conditions under which the County will provide the Grant Funds to the Subrecipient for implementation of the Project as further detailed in Exhibit "A".

3. TIME OF PERFORMANCE

The County's obligations hereunder are contingent upon the timely release of funds for this Project by HUD. The activities to be undertaken by the Subrecipient shall commence on **October 1, 2026** and be completed by **December 31, 2027** ("Expiration Date"). Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in **Exhibit "A".**

4. CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE

Capital Improvements

The Subrecipient certifies that the activities carried out under this Agreement will Constitute **Public Facilities and Improvements, under 24 CFR 570.201(c)**. The Subrecipient covenants that it will perform the eligible activities carried out under this Agreement in a manner which meets the **CDBG Program National Objective of benefitting Low and Moderate Income Persons on an Area-Wide Basis**, as described in Exhibit "A" and defined in 24 CFR 570.208(a)(1)(i).

5. FUNDING DISBURSEMENT TO SUBRECIPIENT

The Subrecipient agrees to accept Grant Funds for funded activities as provided in Exhibit "A". The total amount to be paid by the County hereunder shall not exceed the maximum and total authorized sum of **$142,079**. Any funds not expended by the Expiration Date of this Agreement shall automatically revert to the County.

The State or Federal funds being provided hereunder shall not be used as a match for other State or Federal grants to the Subrecipient, and the Subrecipient shall not submit requests for the same expenses to more than one funding source or under more than one program. Additionally, HED shall have the right under this Agreement to suspend or terminate disbursement of funds until the Subrecipient complies with any additional conditions that may be imposed by the County or HUD.

Reimbursements: All reimbursement requests received from the Subrecipient pursuant to this Agreement will be reviewed and approved by the County's representative, to verify that services have been rendered in conformity with the Agreement. Approved reimbursement requests will then be sent by County's representative to the County Finance Department for payment. Reimbursements will normally be paid within forty-five (45) days following the County representative's approval.

Vendor Self Service (VSS) Registration: In order to do business with the County, Subrecipient shall create a Vendor Registration Account OR activate an existing Vendor Registration Account through the County's Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. If Subrecipient intends to use sub-consultants/subcontractors, Subrecipient shall ensure that all sub-consultants/subcontractors are registered as consultants/contractors in VSS. All subconsultant/sub-contractor agreements must include a contractual provision requiring that the sub-consultant/sub-contractor register in VSS. County will not finalize an Agreement award until the County has verified that the Subrecipient and all of its sub-consultants/sub-contractors are registered in VSS.

6. CONDITIONS FOR PROJECT IMPLEMENTATION

(A) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES

The Subrecipient shall implement this Agreement in accordance with applicable Federal, State, County, and local laws, ordinances and codes. The Federal, State, and County laws, ordinances and codes are minimal regulations which may be supplemented by more restrictive guidelines set forth by HED. The Subrecipient shall prepare a cost allocation plan for all Project funding and submit such plan to the HED Director or designee.

Should a Project receive additional funding after the commencement of this Agreement, the Subrecipient shall notify HED in writing within thirty (30) days of receiving notification from the funding source and submit a revised cost allocation plan to the HED Director or designee within forty-five (45) days of said notification.

(B) FINANCIAL ACCOUNTABILITY

The County, at County's expense may have a financial systems analysis and/or an audit of the Subrecipient or of any of its subcontractors, performed by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine if the Project is being managed in accordance with the requirements of this Agreement.

(C) SUBCONTRACTS

Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be subject to the requirements of this Agreement. This includes Subrecipient ensuring that all consultant contracts and fee schedules meet the minimum standards as established by Palm Beach County and HUD. Contracts for architecture, engineering, survey, and planning shall be fixed fee contracts.

All additional services shall have prior written approval with support documentation detailing categories of persons performing work plus hourly rates including benefits, number of drawings required, and all items that justify the "Fixed Fee Contract." Reimbursable items will be at cost.

(D) PURCHASING

All purchasing of services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed 2 CFR Parts 184 and 200, Subrecipient's purchasing code and County's Purchasing Code, which is incorporated herein by reference. In the event of a conflict, 2 CFR Parts 184 and 200 shall supersede. In the event of a conflict between Subrecipient's purchasing code and County's Purchasing Code, County's Purchasing Code shall supersede.

(E) **ASSURANCE STATEMENT**

The Subrecipient, shall administer its grants in accordance with all applicable immigration restrictions and requirements, including the eligibility and certification requirement that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S. C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218 or other Executive Orders or immigration laws. PRWORA states that non-citizens who are not Qualified Aliens are not eligible to receive any Federal Public Benefit, unless such service is specifically exempt per PRWORA.

(F) **REPORTS, AUDITS, AND EVALUATIONS**

Disbursement of funds will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.

(G) **ADDITIONAL HED, COUNTY, AND HUD REQUIREMENTS**

HED shall have the right via this Agreement to suspend/terminate disbursement of funds if after fifteen (15) days written notice the Subrecipient has not complied with any additional conditions that may be imposed, at any time, by HED, the County, or HUD.

7. CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY

The County is committed to assuring equal opportunity in the award of Agreements and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the Subrecipient warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees will be treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Agreement. As a condition of entering into this Agreement, the Subrecipient represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the Subrecipient shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Subrecipient retaliate against any person for reporting instances of such discrimination.

The Subrecipient shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County.

The Subrecipient understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in County contracts, or other

sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Subrecipient shall include this language in its subcontracts.

8. PROGRAM BENEFICIARIES

At least fifty-one percent (51%) of the beneficiaries of a Project funded through this Agreement must be Low- and Moderate- Income Persons. If the Project is located in an entitlement city, as defined by HUD, or serves beneficiaries countywide, at least fifty-one percent (51%) of the beneficiaries directly assisted through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in municipalities participating in the County's Urban County Qualification Program. The Project funded under this Agreement shall assist beneficiaries as defined above for the time period designated in this Agreement. The project funded under this Agreement must comply with CDBG Criteria for national objectives as outlined in 24 CFR 570.208. **Upon request from HED, the Subrecipient shall provide written verification of compliance.**

9. AUDITS AND INSPECTIONS

The Subrecipient shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement.

As often as HED, the County, HUD, or the Comptroller General of the United States may deem necessary, Subrecipient shall make available to HED, HUD, or the Comptroller General for examination all its records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Subrecipient's place of business within Palm Beach County, with respect to all matters covered by this Agreement.

10. REPAYMENT PROVISIONS

In the event the Subrecipient fails to comply in whole or in part with the terms and conditions of this Agreement and/or the referenced regulations pertaining to the use of CDBG funds, and where HED, the County, or HUD has determined that the County or Subrecipient has a repayment obligation required due to the Subrecipient's performance or lack thereof, the

Subrecipient shall be responsible to reimburse the County in the amount requested by the County within sixty (60) days of the date of written notification from the County to the Subrecipient. **The requirements of this Section shall survive the early termination or expiration of the Agreement.**

11. UNIFORM ADMINISTRATIVE REQUIREMENTS

The Subrecipient agrees to comply with the applicable uniform administrative requirements as described in Federal Regulations 2 CFR Part 200.

12. REVERSION OF ASSETS

Upon expiration of this Agreement, the Subrecipient shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Subrecipient's control upon expiration or earlier termination of this Agreement which was acquired or improved, in whole or part, with CDBG funds in the excess of $25,000 must either be used to meet one of the national objectives in Federal

Community Development Block Grant Regulations 24 CFR 570.208 for a minimum of five (5) years after expiration of the Agreement, or, the Subrecipient shall pay the County an amount equal to the County funded allocation(s) provided under the Agreement, or, pay the County the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvements to, the property. **This provision shall survive the expiration or termination of this Agreement.**

13. DATA BECOMES COUNTY PROPERTY

All reports, plans, surveys, information, documents, maps, and other data prepared, assembled, or completed by the Subrecipient for the purpose of this Agreement shall be made available to the County at any time upon request by the County, HED, or the Palm Beach County Inspector General's office, as indicated herein.

Upon completion of all work contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to HED if requested. In any event, the Subrecipient shall keep all documents and records for five (5) years after expiration of this Agreement.

The Subrecipient shall deliver to the County's representative for approval and acceptance, and before being eligible for final disbursement of any funds due, all documents and materials prepared for the County under this Agreement.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County or at its expense will be kept confidential by the Subrecipient and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the County's expense shall be and remain the County's property and may be reproduced and reused at the discretion of the County.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, by the Office of the Inspector General pursuant to the Palm Beach County Code Section 2-421 – 2-440, as amended.

14. INDEMNIFICATION

Subrecipient shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of the Subrecipient's performance of the terms of this Agreement or due to the acts or omissions of Subrecipient.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statute, section 768.28. The Subrecipient shall indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of the Subrecipient. **This subsection shall survive termination or expiration of this Agreement.**

15. INSURANCE BY SUBRECIPIENT

Subrecipient shall maintain at its sole expense, in full force and effect, at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described in Exhibit "A". The requirements contained herein, as well as County's review or acceptance of insurance maintained by the Subrecipient are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Subrecipient under this Agreement.

16. CONFLICT OF INTEREST

The Subrecipient represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The Subrecipient further represents that no person having any such conflict of interest shall be employed for said performance of services.

The Subrecipient shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the Subrecipient's judgement or quality of services being provided hereunder.

Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Subrecipient may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Subrecipient.

The County agrees to notify the Subrecipient of its opinion within thirty (30) days of receipt of notification by the Subrecipient. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Subrecipient, the County shall so state in the notification and the Subrecipient shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Subrecipient under the terms of this Agreement.

However, these paragraphs shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment and participation of Low and Moderate-Income Persons of the Project's target area.

17. RECOGNITION

The Subrecipient shall include a reference to the financial support herein provided by the County in all publications and publicity events, and provide the County copies of all such publications. The Subrecipient shall also notify the County prior to any ceremonies or events relating to facilities or items funded by this Agreement to allow for participation of Mayor, County

Commissioners, County Administration, Department Staff or other County Official. In addition, the Subrecipient will make good faith efforts to recognize the County's support for all activities made possible with funds made available under this Agreement.

18. ADDITIONAL REFERENCE DOCUMENTS

This Agreement is subject to CDBG regulations and Federal requirements, as may be amended. Subrecipient shall comply with all applicable laws and regulations including, but not limited to the following:

(A) 2 CFR Parts 200 and 184, Build America, Buy America Act, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards;
(B) Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;
(C) Executive Order11478, the Davis Bacon Act, and Section 3 of the Housing and Community Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
(D) Executive Orders 11063, 12259, 12892, the Fair Housing Act of 1988, and Section 109 of the Housing and Community Development Act of 1974, as amended;
(E) Florida Statutes, Chapter 112;
(F) Palm Beach County Purchasing Code;
(G) Federal Community Development Block Grant Regulations (24 CFR Part 570), and Federal Consolidated Plan Regulations (24 CFR Part 91), as amended;
(H) Section 448.095, Florida Statutes (F.S.) (E-Verify): https://www.e-verify.gov/
(I) Palm Beach County Five (5) Year Consolidated Plan prepared by HED (24 CFR Part 91).

The Subrecipient shall keep an original of this Agreement, including its Exhibits, Schedules and all Amendments thereto, on file at its principal office.

19. TERMINATION AND SUSPENSION

In the event of early termination, the Subrecipient shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Subrecipient, and the County may withhold any disbursement to the Subrecipient until such time as the exact amount of damages due to the County from the Subrecipient is determined.

(A) **TERMINATION FOR CAUSE**

If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, the other party shall thereupon have the right to terminate this Agreement or suspend funding, in whole or part, by giving written notice to the other party of such termination or suspension and specifying the effective date of termination or suspension.

Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(B) **TERMINATION FOR CONVENIENCE**

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(C) **TERMINATION DUE TO CESSATION**

In the event the grant awarded to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date HUD specifies. In the event the Subrecipient ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Subrecipient has ceased or suspended its operation shall be made solely by the County, and the Subrecipient agrees to be bound by the County's determination. Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

20. SEVERABILITY OF PROVISIONS

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

21. NO ASSIGNMENT

The Subrecipient shall not assign this Agreement, or any interest therein without prior written consent of Palm Beach County which may be granted or withheld at the County's sole discretion, and any such unauthorized assignment shall be void and of no effect.

22. AMENDMENTS

The County may, at its discretion, modify or amend this Agreement to conform with changes required by Federal, State, County, or HUD guidelines, directives, and objectives. Modifications to performance timelines, except for the Expiration Date, may be approved by the HED Director or his designee by written notice. All other modifications to the Agreement, including the Expiration Date, shall be accomplished by amendment to the Agreement.

Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and the Subrecipient, and signed by both parties.

23. NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the County, notices shall be addressed to:

Carlos R. Serrano, Deputy Director
Department of Housing & Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

With a copy to:

Timothy J. Carey, Assistant County Attorney II
County Attorney's Office
301 N. Olive Ave (6th floor)
West Palm Beach, FL 33401

If sent to the Subrecipient, notices shall be addressed to:

Felipe Lofaso, Public Works Director
Village of Palm Springs
242 Cyress Lane
Palm Springs, FL, 33461

24. INDEPENDENT CONTRACTOR AND EMPLOYEES

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, or any other benefits, as the Subrecipient is an independent contractor.

25. NO FORFEITURE

The rights of the County under this Agreement shall be cumulative and failure on the part of the County to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of such rights.

26. PERSONNEL

The Subrecipient represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.

All of the services required hereunder shall be performed by the Subrecipient or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The Subrecipient warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. All of the Subrecipient's personnel (and all Subconsultants), while on County premises, will comply with all County requirements governing conduct, safety and security.

27. FEDERAL AND STATE TAX

The County is exempt from payment of Florida State Sales and Use Taxes. The County will sign an exemption certificate submitted by the Subrecipient. The Subrecipient shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Subrecipient authorized to use the County's Tax Exemption Number in securing such materials.

The Subrecipient shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

28. COMPLIANCE WITH ALL LAWS AND REGULATIONS

The Subrecipient shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to including, without limitation, those applicable to conflict of interest and collusion. Subrecipient is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services provided pursuant to this Agreement.

29. SCRUTINIZED COMPANIES

(A) As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Subrecipient certifies that it, its affiliates, suppliers, subconsultants and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

Pursuant to F.S. 287.135(3)(b), if Subrecipient is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the County.

(B) **When contract value is greater than $1 million:** As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Subrecipient certifies that it, its affiliates, suppliers, subconsultants and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Terrorism Sectors List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria. Pursuant to section 287.135(3)(a), Florida Statutes, as my be amended, if Consultant is found to have been placed on the Scrutinized Companies with Activities in

Sudan List, Scrutinized Companies With Activities in The Iran Terrorism Sectors List or been engaged in business operations in Cuba or Syria, this Agreement may be terminated at the option of the County.

If the County determines, using credible information available to the public, that a false certification has been submitted by Subrecipient, this Agreement may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Agreement renewal, if applicable.

30. SUCCESSORS AND ASSIGNS

The County and the Subrecipient each binds itself and its successors and assigns to the other party and to the successors and assigns of such other party, in respect to all covenants of this Agreement.

31. INDEBTEDNESS

The Subrecipient shall not pledge the County's credit or attempt to make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The Subrecipient further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

32. PUBLIC ENTITY CRIMES

As provided in F.S. 287.133, by entering into this Agreement or performing any work in furtherance hereof, the Subrecipient certifies that it, its affiliates, suppliers, subcontractors and consultants 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. This notice is required by F.S. 287.133(3)(a).

33. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Chapter 2 – Article XII, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County Agreements, contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Subrecipient, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Chapter 2 – Article XII, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

34. REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a state court of competent jurisdiction located in Palm Beach County, Florida. Unless provided otherwise herein, 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, 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.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Subrecipient.

35. SOURCE OF FUNDING

The County's performance and obligation to pay under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners. In addition, this Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from HUD for the purposes provided for herein. Nothing in this Agreement shall obligate the County to provide funding from any other source, including, but not limited to, funds from the County's annual budget and appropriations.

36. PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Subrecipient: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Subrecipient shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Subrecipient is specifically required to:

A. Keep and maintain public records required by the County to perform services as provided under this Agreement.

B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Subrecipient further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the Subrecipient does not transfer the records to the County.

D. Upon completion of the Agreement the Subrecipient shall transfer, at no cost to the County, all public records in possession of the Subrecipient unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service.

If the Subrecipient transfers all public records to the County upon completion of the Agreement, the Subrecipient shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the

Subrecipient keeps and maintains public records upon completion of the Agreement, the Subrecipient shall meet all applicable requirements for retaining public records.

All records stored electronically by the Subrecipient must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Subrecipient to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Subrecipient acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBC.GOV OR BY TELEPHONE AT 561-355-6680.

37. COUNTERPARTS OF THE AGREEMENT

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively one and the same Agreement. The County may execute the Agreement through electronic or manual means. Subrecipient shall execute by manual means only, unless the County agrees otherwise. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

38. E-VERIFY EMPLOYMENT ELIGIBILITY

Subrecipient warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Subrecipient's contractors, subcontractors and or subconsultants performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Subrecipient shall obtain from each of its contractors, subcontractors and or subconsultants an affidavit stating that the contractor, subcontractor and or subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Subrecipient shall maintain a copy of any such affidavit from a contractor, subcontractor and or subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

County shall terminate this Agreement if it has a good faith belief that Subrecipient has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that Subrecipient's contractor, subcontractor and or subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify Subrecipient to terminate its contract with the contractor, subcontractor and or subconsultant and Subrecipient shall immediately terminate its contract with the contractor, subcontractor and or subconsultant.

If County terminates this Agreement pursuant to the above, Subrecipient shall be barred from being awarded a future Agreement by County for a period of one (1) year from the date on which this Agreement was terminated. In the event of such Agreement termination, Subrecipient shall also be liable for any additional costs incurred by County as a result of the termination.

39. DIGITAL ACCESSIBILITY COMPLIANCE

Subrecipient acknowledges that the County is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. Subrecipient represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Contract that may be electronically displayed, accessed, distributed, or made available to the public by the County shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice.

All electronic documents submitted to the County, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery. Subrecipient shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Contract. Upon request, Subrecipient shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the County to be noncompliant, Subrecipient shall promptly remediate the noncompliance at no additional cost to the County and within a timeframe specified by the County. Subrecipient shall ensure that any third-party digital content or platforms used in performance of this Contract either comply with the requirements herein or that an accessible alternative acceptable to the County is provided. **Failure to comply with this subsection shall constitute a material breach of this Agreement.**

40. CDBG SPECIFIC REQUIREMENTS

A. Compliance: The Subrecipient shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG), including subpart K of these regulations, except that (1) the Subrecipient does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

This Agreement is not to substitute for or replace existing or planned projects or activities of the Subrecipient. The Subrecipient agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement, which is not less than that level existing prior to this Agreement. **The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.**

B. Evaluation and Monitoring: The Subrecipient agrees that HED will carry out periodic monitoring and evaluation of activities as determined necessary by HED or the County. Any disbursement of funds, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement. Due to the regulatory requirements, the performance requirements of this Agreement, and as detailed in Exhibit "A" will be monitored by HED. **Substandard performance, as determined by HED, will constitute noncompliance with this Agreement**.

The Subrecipient agrees to furnish upon request to HED, the County, or the County's designees copies of transcriptions of such records and information as is determined necessary by HED or the County. The Subrecipient shall submit status reports required under this Agreement on forms approved by HED to enable HED to evaluate progress. The Subrecipient shall provide information as requested by HED to enable HED to complete reports required by the County or HUD. The Subrecipient shall allow HED, the County, or HUD to monitor the Subrecipient on site. Such visits may be scheduled or unscheduled as determined by HED or HUD.

Upon request, HED shall provide a monitoring checklist which contains the minimum monitoring measures to be used by the County and is similar to the formal checklist the County will use during its formal monitoring visit(s). Other measures of monitoring may also be utilized.

C. Program Income: The Subrecipient shall report annually to HED all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Subrecipient at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Subrecipient.

D. Opportunities: To the greatest extent feasible, lower-income residents of the Project areas shall be given opportunities for training and employment; and to the greatest extent feasible, eligible business concerns located in or owned in substantial part by persons residing in the Project areas shall be awarded contracts in connection with the Project.

The Subrecipient shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968. In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Subrecipient shall make a positive effort to utilize small

business enterprises for supplies and services, and provide these sources the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement.

To the maximum extent feasible, these small business enterprises shall be located in or owned by residents of the CDBG areas designated by Palm Beach County in the Consolidated Plan approved by HUD.

E. Citizen Participation: The Subrecipient shall cooperate with HED in the implementation of the Citizen Participation Plan, as defined by HUD, by establishing a citizen participation process to keep residents and/or clients informed of the activities the Subrecipient is undertaking in carrying out the provisions of this Agreement. Representatives of the Subrecipient shall attend meetings and assist in the implementation of the Citizen Participation Plan, as requested by HED.

F. Reduction in funding: In the event the grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is reduced, suspended, or terminated by HUD, this Agreement will be amended, or terminated as provided herein, to reflect the funding reductions imposed by HUD and the reduction in the number of beneficiaries commensurate with the revised funding level.

G. Drug-Free Workplace: The Subrecipient shall provide a drug and alcohol free environment by developing policies and carrying out a drug-free program in compliance with the Drug-Free Workplace Act of 1988.

H. Religious Activities: CDBG funds may be used by religious organizations or on property owned by religious organizations only in accordance with provisions specified in 24 CFR 570.200(j), and only with prior written approval from HED. The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.

I. Discharge of Beneficiaries: The Subrecipient agrees to develop and implement to the maximum extent practical and, where appropriate, written policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or corrections programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons. In lieu of developing written policies, the Subrecipient may adopt an existing countywide discharge plan, with approval from HED.

41. INCORPORATION BY REFERENCE

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference. To the extent of a conflict between the terms of this Agreement and Exhibit “A”, the terms of the Agreement shall govern. To the extent that any provision of this Agreement or any Exhibit conflict with the terms of 2CFR Part 200 as shown in Exhibit “B”, the terms of Exhibit “B” shall govern.

42. ENTIRETY OF AGREEMENT

The County and the Subrecipient agree that this Agreement sets forth the entire understanding 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 this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

WITNESS our Hands and Seals on this _____ day of _____, 20___.

WITNESS:

SUBRECIPIENT:

VILLAGE OF PALM SPRINGS

_____
Signature

By: _____
Michael Bornstein, Village Manager

_____
Name (type or print)

_____
Signature

_____
Name (type or print)

(Corporate Seal)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the County.

PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida
For its BOARD OF COUNTY COMMISSIONERS

By: _____
Jonathan B. Brown,
Deputy County Administrator

Approved as to Form and
Legal Sufficiency

By: _____
Timothy Carey,
Assistant County Attorney II

Approved as to Terms and Conditions
Dept. of Housing & Economic Development

By:_____
Carlos R. Serrano,
Deputy Director

EXHIBIT "A"

CAPITAL IMPROVEMENT PROJECT
SCOPE OF WORK

A. PROJECT SCOPE: The scope of work for the **Royal Palm Park Improvements**, shall include, but not be limited to the installation of a new 12'x12' hip-roof pavilion, playground installation, site tables, ADA-compliant concrete walkways, landscaping, fencing and a new monument sign (Project). Improvements typical of public park improvement type projects are deemed eligible, along with restoration of areas disturbed by the installation of the above Project. The scope of the herein improvements may be modified based on the availability of CDBG and/or other funds.

Project Area: The proposed location of the improvements noted herein is as follows:

- The area in which the Improvements shall be constructed is located at **3700 Davis Road, Palm Springs, FL 33461**.

The exact geographic limits of the project may be more or less than the area noted above depending on the availability of CDBG and local funds and the bid pricing.

B. BENEFICIARIES

The project shall meet the CDBG National Objective of benefitting Low- and Moderate- Income persons as an "Area-Benefit Activity" or Low/Moderate Income Area ("LMA"), per 24 CFR 570.208(a)(1)(i), for a period of not less than five (5) years after project completion.

The project is located in a HUD-designated Low/Moderate Income Area (LMA) service area and is within a Palm Beach County CDBG Target Area. The Project therefore meets the CDBG national objective of benefiting low- and moderate-income persons on an Area Benefit basis, as defined in 24 CFR 570.208(a)(1)(i). The County shall maintain documentation supporting the service area determination and the LMI percentage, consistent with HUD guidance on Area Benefit activities.

The Subrecipient shall ensure that the Project continues to serve the identified service area/intended beneficiaries throughout the required five (5) year period and shall notify the County in writing of any changes to project scope, service area, or use that may affect the national objective determination, during the five (5) year period after the completion or termination of this Agreement.

All documentation supporting the Area Benefit qualification shall be retained by Subrecipient for HUD monitoring and audit purposes in accordance with 2 CFR 200.334 and applicable HUD retention requirements.

C. PROFESSIONAL SERVICES: The Subrecipient, using its own resources, may retain a Florida professional consultant to provide design services to create plans and specifications for the construction of the Project. Additionally, the Subrecipient and consultant shall prepare, obtain

and review bids, prepare contract documents, inspect work in progress, recommend payment to contractors, and provide other professional services customarily provided by similar professionals for this type of project. The consultant shall also coordinate the design and construction work with the asbestos abatement contractor, should abatement become necessary.

Alternatively, the Subrecipient shall have the option of performing any portion of the consultant's services described above by its own staff provided such staff possess the necessary competency to do so. All costs associated with the above consultant services shall be paid for by the Subrecipient. **Note**: Eligible expenses for reimbursement under this Agreement, shall be for materials and/or construction costs **only** associated with the Project, unless otherwise indicated in writing.

D. PROCUREMENT AND CONSTRUCTION

The procurement process and contract award for all goods and services shall be in compliance with the Subrecipient's Procurement Code and 2 CFR Parts 184 and 200 and all regulations applicable to CDBG funding and this Agreement.

In the event specifications for goods, services and or construction activities are required, the following shall apply:

NOTE: All construction work shall be included under one (1) contract. The Subrecipient shall prepare bid package(s) complete with drawings, specifications, and any items required for a competitive bid of the project scope, in accordance with Florida Statutes 255.0525 Advertising for competitive bids or proposals.

(1) The bid process shall not allow for any local procurement preferences with regard to contract award:

(a) The Subrecipient's advertisement for bid shall contain language noting: (1) the project is federally funded through funds provided by Palm Beach County via the US Department of HUD, (2) Davis-Bacon and Related Acts and wage rates apply, (3) the advertisement shall include the need for participation by Section 3 businesses, the requirements of the Build America, Buy America Act (2 CFR Part 184) and the Uniform Administrative Requirements (2 CFR Part 200).

(b) Prior to issue of the advertisement for bid, HED may request that the Subrecipient submits to HED a copy of the bid document package for review to determine compliance with 2 CFR Parts 184 and 200 and all regulations applicable to CDBG funding and this Agreement.

(c) Following the bid process, the Subrecipient shall submit a copy of the final bid package to HED including any addendums, documentation regarding all protests filed regarding the bids, a notice of contract award and a copy of the executed construction contract.

(d) Prior to the Subrecipient's first reimbursement, HED shall review the Subrecipient's bid process and contract award to determine compliance with all regulations applicable to CDBG funding and this Agreement.

(2) Should the Subrecipient use a brand name or multiple brand names in its bid package/drawings/ specifications for this project, then these documents shall:

(a) Clearly note that specified brand name(s) are used for descriptive purposes only,
(b) State that "approved equal" equipment or materials may be accepted, and
(c) Identify the minimum requirements to establish equality.

(3) The Subrecipient shall prioritize the work in the project, and shall bid such work in a manner that requires the receipt of itemized costs from bidders. This would then allow the award of items that can be funded by the budget provided, so that the extent of work awarded will result in a functioning facility in the opinion of HED.

(4) The Subrecipient shall not award the construction contract for the project until sufficient funding is available to complete the established scope of work. All construction work shall be included in one contract, unless otherwise approved by HED.

(5) Should the amount of eligible costs exceed the amount to be funded by the County through this Agreement, then the Subrecipient shall fund all amounts in excess of the amount to be funded by the County.

(6) The Subrecipient shall inform HED of any environmental findings or conditions discovered during project implementation. Applicable mitigation measures must be incorporated into the project by the Subrecipient in order to proceed with the project. Such mitigation measures may affect the total project cost. Where funds are not available from the CDBG allocation contained herein, the Subrecipient shall be responsible for all costs of mitigation.

(7) The Subrecipient shall recognize Palm Beach County as a funding participant in the project's implementation and shall affix the County's logo to any project sign on the project site during the construction process. The Subrecipient shall also acknowledge the County's participation whenever the situation presents itself.

The Subrecipient further agrees that HED, in consultation with any parties it deems necessary, shall be the final arbiter on the Subrecipient's compliance with this Agreement's requirements and shall make the final determination of the Subrecipient's compliance with applicable regulations governing the CDBG funding of this project.

E. SUBRECIPIENT SUBMISSION FOR REIMBURSEMENT

(1) **Total Reimbursement**: The County agrees to disburse a total of **$147,079** in Grant Funds, on a reimbursement basis to the Subrecipient for all budgeted costs outlined per the Project Budget (Schedule "III") and permitted by Federal, State, and County guidelines. The Subrecipient shall not request reimbursement for work performed and/or payments made by the

Subrecipient, **before the Effective Date of this Agreement, nor shall Subrecipient request reimbursement for payments made after the Expiration Date of this Agreement,** and in no event shall the County provide advance funding to the Subrecipient or any contractors and/or subcontractors hereunder.

(2) **Reimbursement Requests**: The Subrecipient shall request reimbursements of funds from the County by submitting to HED proper documentation of expenditures for activities rendered toward the completion of the Scope of Work consisting of originals of invoices, receipts, or other evidence of indebtedness, and when original documents cannot be presented, the Subrecipient may furnish copies if deemed acceptable by HED. Each request for reimbursement submitted by the Subrecipient shall be accompanied by a letter on the Subrecipient's letterhead, referencing the name of the project funded herein, the date of this Agreement and/or its document (Reference "R#") number, and containing a statement requesting the reimbursement and its amount, as well as the name and signature of the authorized person making the request. Reimbursement shall be made by the Palm Beach County Finance Department upon presentation of the aforesaid proper documentation of expenditures as approved by HED.

(3) **Proof of Payment**: Proof of payment for all eligible invoices shall be included with reimbursement requests sent to HED CIREIS Division for initial intake and approval, then submitted to the Palm Beach County Finance Department for payment and will be paid within **forty-five (45) days following the County representative's approval**.

(4) **Final Reimbursement**: The Subrecipient shall submit documentation for 100% of CDBG funds no later than the **"Final Reimbursement"** date as specified herein, provided that HED has determined that the funds allocated to the Subrecipient through this Agreement are still available for payment, and provided that HED approves such payment.

F. PERFORMANCE REQUIREMENTS: The time-frame for completion of the outlined activities and Expiration Date of the Agreement shall be as follows:

(1) Award Construction Contract by or before:	**February 28, 2027**
(2) Request 50% of CDBG funds from County by:	**July 15, 2027**
(3) Complete CDBG funded Items/Construction by:	**October 31, 2027**
(4) Request 100% CDBG funds ("Final Reimbursement") by:	**November 30, 2027**
(5) CDBG Capital Improvement Agreement Expiration Date:	**December 31, 2027**

(6) If unforeseen circumstances occur that prevent the Subrecipient from meeting the performance dates and revisions are required thereto, the Subrecipient shall request, in writing, that the dates used as performance requirements listed above be revised or amended.

The Subrecipient may be subject to decrease and/or recapture of project funds by the County if the above Performance Requirements are not met. Failure by the Subrecipient to comply with these requirements may negatively impact Subrecipient's ability to receive future grant awards.

G. ASBESTOS REQUIREMENTS: The Subrecipient shall comply with all applicable requirements contained in Schedule "II", attached hereto, for construction work in connection with the project funded through this Agreement.

H. DAVIS-BACON AND RELATED ACTS (DBRA)

The Davis-Bacon and Related Acts applies to contractor and subcontractors performing on federally funded or assisted contracts in excess of $2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works.

Davis-Bacon Act and Related Act requires that contractors and subcontractors must pay their laborers and mechanics employed under such contracts no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.

The Subrecipient shall request from the County a copy of the Requirements for Federally Funded Projects and the applicable DBRA Wage Decision for the project PRIOR to advertising the construction work. The Subrecipient shall incorporate a copy of the DBRA Wage Decision and the Final Rule Requirements for Federally Funded Projects in its bid documents and shall include these documents as part of the construction contract.

The Subrecipient shall require the contractor to include these Federal Requirements and Wage Decision(s) in all subcontracts for the work performed under the construction contract.

The Subrecipient shall perform all tasks required for DBRA compliance, including, but not limited to the following:

(1) Compliance with applicable DBRA Wage Decisions(s).
(2) Use of the Labor Compliance Reporting System (LCRS) to record work performed.
(3) Contractor and sub-contractor debarment affidavits.
(4) Obtaining contractor and subcontractor certified payrolls.
(5) Review of certified payrolls and documentation related thereto.
(6) Compliance actions for payroll related issues.
(7) Employee/worker interviews and follow-up review of certified payrolls.
(8) Ensure restitution due underpaid workers has been paid prior to project completion.

The Subrecipient shall certify, at the time they request a reimbursement from HED that payrolls from the contractor and sub-contractors are current, have been reviewed and approved by Subrecipient staff, and that any DBRA compliance issues have been or are in the process of being resolved. The Subrecipient shall review and approve payrolls through the Labor Compliance Reporting System prior to submitting a reimbursement request to HED. **HED must approve release of retainage/final payment to Contractor**.

The Subrecipient shall provide to HED, certification that the project meets DBRA compliance and all workers have been paid in accordance with DBRA and all applicable federal requirements.

HED may monitor the Subrecipient, its contractors, and subcontractors for DBRA compliance at any time, as outlined under 'County Responsibilities', of this Agreement.

I. BUILD AMERICA BUY AMERICA ACT (BABA)

Subrecipient shall comply with the requirements of the Build America, Buy America Act (BABA), 41 USC 8301, and all applicable rules and notices, as may be amended, if applicable to the Subrecipient's project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

Subrecipient acknowledges that any funds received by the County from HUD, subsequent to November 14, 2022 are subject to the Federal Build America, Buy America Act, as described in 2 CFR Part 184 which states that the provided funds may not be used for an infrastructure project unless:

(1) all iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and

(2) All manufactured products used in the project are produced in the United States – This means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than fifty-five percent (55%) of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States. **Subrecipient must complete and provide all documentation related to the BABA, as provided by HED**.

J. REQUIRED USE OF THE LABOR COMPLIANCE REPORTING SYSTEM (LCRS)

As part of the County's commitment to assist the Subrecipient and its contractors/subcontractors to comply with legal and contractual requirements including Davis Bacon and Related Acts (DBRA) and Section 3 requirements at 24 CFR Part 75, the department of Housing & Economic Development utilizes a Labor Compliance Reporting System ("LCRS") for this project. The Subrecipient's contractors/subs will no longer be required to submit paper copies of fringe benefits statements, weekly-certified payroll reports and/or work performance reports, and shall instead use the LCRS for all DBRA reporting and tracking.

The LCRS is available for use 24-hours a day, seven (7) days a week, at no cost for reporting weekly certified payrolls, labor hours on Section 3 Covered Projects, and labor compliance related documents. Utilization of this system should also prove helpful in expediting the process of reviewing payrolls, approving progress payments to contractors and reimbursement payments to Subrecipients/developers.

User Responsibilities

(1) Subrecipients, and its contractors/subs shall NOT create internet links to the Service or Frame or mirror any content on any other server or wireless or internet-based device.
(2) Subrecipient and its contractors/subs are responsible for all activity occurring under User account and shall abide by all applicable local, state, national laws, treaties and regulations in connection with the use of the service, including those related to data privacy, international communications and the transmission of technical data. The LCRS Web Address for contractors/subs use will be provided by HED, along with Federal Requirements and Wage Decision(s).
(3) Subrecipient shall require its contractor and subs to register through the Labor Compliance Reporting System. This language shall be contained in the Subrecipient's Bid and Construction documents.
(4) Subrecipient shall require all fringe benefits statements, weekly-certified payroll reports to be submitted through the LCRS and this language shall be contained in the Subrecipient's Bid and Construction documents.

Disclaimer of Warranties for LCRS

County makes no representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the service or any content. County does not represent or warrant that:

(1) The use of the service will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data.
(2) The service will meet Subrecipient's requirements or expectations.
(3) Any stored data will be accurate or reliable.
(4) The quality of any products, services, information or other material purchased or obtained by Subrecipient through the service will meet Subrecipient's requirements or expectations. Errors or defects will be corrected.
(5) The service or the servers that make the service available are free of viruses or other harmful components.

All content is provided to Subrecipient strictly on an "AS IS" basis. All conditions, representations and warranties, whether expressed or implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose are hereby disclaimed by County to the maximum extent permitted by applicable law.

K. INSURANCE BY SUBRECIPIENT

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the Subrecipient represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

If Subrecipient is not self-insured, Subrecipient shall maintain at its sole expense, in force and effect at all times during the life of this Agreement, insurance coverage and limits not less than those contained in the Statute. Should Subrecipient purchase excess liability coverage, Subrecipient agrees to include County as an Additional Insured.

Upon execution of the Agreement, the Subrecipient shall provide to HED, evidence of the following minimum insurance coverages:

(1) **Commercial General Liability**: Subrecipient shall maintain limit of liability insurance with minimum limits of **$1,000,000** combined single limit for property damage and bodily injury each occurrence.

(2) **Workers' Compensation Insurance & Employer's Liability**: This coverage shall be maintained by Subrecipient, in compliance with Chapter 440, Florida Statutes, as may be amended.

(3) **Professional Liability/Errors and Omissions**: Subrecipient shall maintain Errors & Omissions Liability, or equivalent Professional Liability insurance with coverage for cyber liability and security breach at a limit of liability not less than $1,000,000 each occurrence, and $2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds $10,000, County reserves the right, but not the obligation, to review and request a copy of Subrecipient's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, Subrecipient warrants the Retroactive Date equals or precedes the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Agreement, Subrecipient shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the contract term. The requirement to purchase a SERP shall not relieve the Subrecipient of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

(4) **Waiver of Subrogation**: Except where prohibited by law, Subrecipient hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Subrecipient shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Subrecipient enter into such an agreement on a pre-loss basis.

(5) **Certificates of Insurance**: Upon execution of this Agreement, renewal, within forty-eight (48) hours of a request by County, and upon expiration of any of the required coverage throughout the term of this Agreement, the Subrecipient shall deliver to the County or County's designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in full force and effect.

The Certificate Holder shall read:

Palm Beach County Board of County Commissioners
c/o Department of Housing & Economic Development
100 Australian Ave, 5th Floor
West Palm Beach, FL 33406

When requested, the Subrecipient shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance. Compliance with the foregoing requirement shall not relieve the Subrecipient of its liability and obligations under this Agreement.

(6) **Right to Revise or Reject**: County, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

L. INSURANCE BY SUBRECIPIENT'S CONTRACTOR

Should Subrecipient contract with a third-party (Contractor) to perform any service related to the Agreement, the Subrecipient shall require the Contractor to provide the following minimum insurance coverage at its sole expense, in full force and effect, at all times during the term of Contract and this Agreement, per the insurance coverage and limits (including endorsements) as described herein. Failure of the Subrecipient's Contractor to maintain the required insurance shall be considered default of the Contract.

The requirements contained herein, as well as the County's review or acceptance of insurance maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under the Contract or this Agreement.

Upon award of construction contract, the Subrecipient's Contractor shall provide to HED, evidence of the following minimum insurance coverage:

(1) **Commercial General Liability**: Contractor shall maintain limit of liability insurance with minimum limits of **$1,000,000** combined single limit for property damage and bodily injury each occurrence. Such policy shall be endorsed to include Subrecipient and County as Additional Insureds. Subrecipient shall also require that the Contractor includes a Waiver of Subrogation against County.

(a) **Additional Insured Endorsement**: The Commercial General Liability policy shall be endorsed to include, **"Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents are listed as an Additional Insured"**. A copy of the endorsement shall be provided to County upon request.

(2) **Business Automobile Liability**: Insurance with minimum limits of **$1,000,000** combined single limits for property damage and bodily injury per occurrence. In the event the Contractor owns no automobiles, the Business Auto Liability requirement shall be amended allowing the Contractor to maintain only Hired & Non-Owned Auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the Contractor indicating the Contractor does not own any vehicles and if vehicles are acquired throughout the term of the Contract, Contractor agrees to purchase "Owned Auto" coverage as of the date vehicle(s) acquired. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage.

(3) **Workers' Compensation Insurance & Employer's Liability**: This coverage shall be maintained in compliance with Chapter 440, Florida Statutes, as may be amended.

(4) **Pollution Liability/Environmental Impairment Liability**: If asbestos remediation is required, the successful bidder shall maintain Pollution Liability or equivalent Environmental Impairment Liability at a minimum limit of not less than **One Million Dollars ($1,000,000) per occurrence** providing coverage for damages including, without limitation, third-party liability, clean-up, corrective action, including assessment, remediation and defense costs. Policy will include coverage for asbestos abatement operations and disposal. When a self-insured retention or deductible amount exceeds Ten Thousand Dollars ($10,000), County reserves the right, but not the obligation, to review and request a copy of the most recent annual report or audited financial statements in evaluating successful bidder's acceptability of a higher self-insured retention or deductible in relationship to successful bidder's financial condition.

(5) **Builders Risk**: (Required if Ground-up Construction) With respect to any of the work involving the construction of real property (buildings and other improvements) during the construction project, the Contractor shall maintain Builders Risk insurance providing coverage for the entire work at the project site, and will also cover portions of work located away from the site but intended for use at the site, and will also cover portions of the work in transit.

Coverage shall be written on an all-risk, replacement cost, and completed value form basis in an amount at least equal to the projected completed value of the Project as well as subsequent modifications of that sum. If a sublimit applies to the perils of wind or flood, the sublimit shall not be less than 25% of the projected completed value of the Project. The deductible shall not exceed $50,000, except for the peril of flood which will not exceed $500,000, nor shall a wind percentage deductible, when applicable, exceed five percent 5% of values at risk at time of loss subject to a $250,000 minimum.

Partial occupancy or use of the work shall not commence until insurance company or companies providing insurance as required have consented to such partial occupancy or use. Contractor shall take reasonable steps to notify and obtain consent of the insurance company or companies, and agree to take no action, other than upon mutual consent, with respect to occupancy or use of the work that could lead to cancellation, lapse, or reduction of insurance.

The coverage shall be begin prior to the notice to proceed and shall be kept in force until Substantial Completion has been obtained, or until no one but the County has any property interest in the project, or until Subrecipient, Contractor and County mutually consent to the termination, whichever occurs first.

The Subrecipient and Contractor agree and understand the County shall not provide any Builders Risk insurance on behalf of Subrecipient, nor Contractor for loss or damage to work, or to any other property of owned, hired, or borrowed by the Subrecipient or Contractor. County shall be responsible for payment of any applicable deductible amounts, except to the extent the underlying loss or damage results from the fault, negligence or misconduct of Subrecipient or any of its contractors, vendors, officers, employee or agents whether or not covered by insurance, in which case Subrecipient shall be responsible for payment of the deductible amounts.

Should any of the work hereunder involve the hauling and/or rigging of property in excess of $500,000 or $250,000 in transit, Subrecipient's Contractor shall procure and maintain all-risk transit or motor truck cargo insurance or a similar form of coverage insuring against physical damage or loss of property being transported, stored, moved, or handled by Contractor, or any subcontractors, pursuant to the terms of this Agreement, subject to the limits, terms and conditions set forth herein.

In the event that Contractor shall fail to obtain and maintain in full force and effect any insurance coverage required to be obtained by Subrecipient's Contractor under this Agreement, if any, County shall have the right of injunction, or County may immediately terminate this Agreement, notwithstanding any provisions herein to the contrary. Notwithstanding the foregoing, Subrecipient and Contractor shall and does nevertheless indemnify, defend, protect and hold County harmless from any loss or damage incurred or suffered by County from Subrecipient or Contractor's failure to maintain such insurance, subject to Contractor's limitation on liability as set forth herein.

In the event of loss or damage, Subrecipient's Contractor shall look solely to any insurance in its favor without making any claim against the County, and Subrecipient shall obtain and deliver to the County, from the insurer under each policy of such insurance, an agreement whereby such insurer waives subrogation of any claim against the County for loss or damage within the scope of the insurance, and Developer, for itself and its insurers, waives all such insured claims against the County.

In the event Subrecipient relies on Contractors for any services or activities related to this Agreement prior to Conveyance, the Contractors will agree to indemnity the County, will maintain same insurance requirements with the exception of Builder's Risk insurance.

Contractor will agree to the Waiver of Subrogation and will name Palm Beach County as an additional insured as required. Certificates of Insurance will be provided to County representative, prior to commencement of work.

(6) **Waiver of Subrogation**: Except where prohibited by law, Contractor hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.
This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

(7) **Certificates of Insurance**: Upon execution of the construction contract, renewal, within forty-eight (48) hours of a request by Subrecipient or County, and upon expiration of any of the required coverage throughout the term of Contract, the Prime Contractor shall deliver to the Subrecipient and/or County or County's designated representative, the Contractor's signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in full force and effect.

The Certificate Holder shall read:

Palm Beach County Board of County Commissioners
c/o Department of Housing & Economic Development
100 Australian Ave, 5th Floor
West Palm Beach, FL 33406

As previously stipulated, the Subrecipient shall provide an affidavit or Certificate of Insurance evidencing Contractor's insurance, upon request. Compliance with the foregoing requirement shall not relieve the Contractor or Subrecipient of its liability and obligations under this Agreement.

(8) **Right to Revise or Reject**: County, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

M. BONDING REQUIREMENTS: The Subrecipient shall comply with the requirements of 2 CFR Part 200 in regard to bid guarantees, performance bonds, and payment bonds. For contracts exceeding the current dollar amount set by the Federal Acquisition Regulation at 48 CFR subpart 2.1, which is adjusted periodically for inflation in accordance with 41 U.S.C. 1908, defined by HUD as Simplified Acquisition Threshold (SAT), the Subrecipient shall require a bid guarantee from each bidder equivalent to five percent (5%) of the bid price.

The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified. In addition, for contracts exceeding the current SAT, the Subrecipient shall also require a performance bond on the part of the contractor for 100 percent (100%) of the contract price and a payment bond on the part of the contractor for 100 percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. All bonds shall be executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida.

The Subrecipient may follow its own requirements relating to bid guarantees, performance bonds, and payment bonds for contracts for less than the current SAT.

N. **CONSTRUCTION PAYMENT RETAINAGE**: Throughout the term of this Agreement, the Subrecipient shall withhold five percent (5%) retainage upon each progress draw, as the maximum percentage allowed by a public entity under Florida Statues § 255.078, for public construction contracts. The Subrecipient shall abide by Florida law and this Agreement regarding the payment of retainage funds and project closeout procedures. The Subrecipient shall certify to HED that the contractor and subcontractors have complied with the requirements of DBRA, that all wages and restitution due to workers has been paid, and that satisfactory project closeout documentation has been reviewed and approved by the Subrecipient prior to releasing retainage/final payment. **Subrecipient shall provide documentation to HED and receive approval for satisfaction of project requirements, prior to the Subrecipient releasing retainage/final payment to the Contractor.**

O. **REPORTS**: Upon request, the Subrecipient shall submit to HED a **Project Report** in the form provided as Schedule “I” to this Agreement, and/or any other forms as may be determined to be required by HED.

P. **USE OF THE PROJECT FACILITY/PROPERTY**: The Subrecipient agrees in regard to the use of the facility/property whose acquisition or improvements are being funded in part or in whole by CDBG funds as provided by this Agreement, that for a period of five (5) years after the expiration date of this Agreement (as may be amended from time to time):

(1) The Subrecipient shall properly maintain the facility/project, and may not change the use or planned use, or discontinue use, of the facility/property (including the beneficiaries of such use) from that for which the acquisition or improvements are made, unless the Subrecipient provides affected citizens with reasonable notice of, and opportunity to comment on, any such proposed change and either:

(a) The new use of the facility/property qualifies as meeting one of the national objectives defined in the regulations governing the CDBG program, and is not a building for the general conduct of government; or

(b) The requirements of paragraph (2) of this section are met.

(2) If the Subrecipient determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under paragraph (1) (a) of this section or discontinue the use of the facility/property, it may retain or dispose of the facility for such use if the County is reimbursed in the amount of the current fair market value of the facility/property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvements to the facility/property.

The final determination of the amount of any such reimbursement to the County under this paragraph shall be made by the County.

(3) Following the reimbursement of CDBG funds by the Subrecipient to the County pursuant to paragraph (2) above, the facility/property will then no longer be subject to any CDBG requirements.

(4) Upon HED request, Subrecipient shall submit a certification regarding use of the project facility/property in a form provided by HED.

The provisions of this clause shall survive the expiration or early termination of this Agreement.

Q. **HUD SECTION 3 REQUIREMENTS**: The Subrecipient agrees to comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (12 U.S.C § 1701u) and 24 CFR Part 75, as applicable to Section 3 Covered Projects as defined by HUD, in 24 CFR Part 75.3(a)(2) when funded, in part or in whole, through this Agreement and awarded for Section 3 Covered Projects. For purposes of this Agreement, the requirements of Section 3 Covered Projects shall apply to the construction contract with the prime contractor covering all construction work associated with the Project, all subcontracts arising from said construction contract, (excluding licensed professional services contracts) entered into after November 30, 2020.

(1) **Section 3 Reporting Requirements**: All Labor hours for a Section 3 Covered Project; all labor hours for Section 3 Workers; and all labor hours for Section 3 Targeted Workers as defined in 24 CFR Part 75, shall to be reported to the County through the Labor Compliance Reporting System (LCRS) throughout the Section 3 Covered Project. See Exhibit “A” - Section (J): Required Use of the Labor Compliance Reporting System (LCRS).

(i) **Additional Section 3 reporting requirements**: In the event Section 3 benchmark goals identified in 24 CFR Part 75 are not met at completion of a Section 3 Covered Project, the Subrecipient must also submit a written report to the County on the qualitative nature of its activities and those of its contractors and subcontractors pursued per 24 CFR Part 75.

(2) **Section 3 Clause**: The Subrecipient shall include the following, referred to as the "**Section 3 Clause",** in every solicitation and every contract and subcontract issued after November 30, 2020, for every Section 3 Covered Project:

Section 3 Clause

(i) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (12 U.S.C. §170 1u), final rule requirements for CDBG, and 24 CFR Part 75. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 are to the greatest extent feasible directed to low-and very low-income persons, particularly those who are recipients of HUD assistance for housing.

Section 3 applies to training or employment arising in connection with HUD-funded housing rehabilitation, housing construction, demolition or other public construction projects, and any contracting opportunities arising in connection with both public housing and other Section 3 projects. These opportunities are, to the greatest extent feasible, required to be given to low- and very low-income persons and business concerns that provide economic opportunities to low- or very low-income persons.

(ii) The Section 3 Clause provides that total labor hours for the project shall be reported; labor hours for Section 3 Workers shall be reported; and labor hours for Section 3 Targeted Workers as defined in 24 CFR Part 75 shall be reported by the Subrecipient, to the County for submittal to the Department of Housing and Urban Development.

(iii) The contractor agrees to include this Section 3 Clause in every subcontract on a Section 3 Project subject to compliance with regulations in 24 CFR Part 75.

(iv) Non-compliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted projects.

R. ENVIRONMENTAL CONDITIONS: The County shall perform an Environmental Review (ER) of the project to assess existing conditions and identify all potential environmental impacts, whether beneficial or adverse, and any required conditions or mitigation measures that the Subrecipient must consider in the design and implementation of the project. The Subrecipient acknowledges that construction may not start until HED notifies the Subrecipient of the results of the ER and the Release of Funds from HUD. Where applicable, the Subrecipient shall submit to HED a plan of action and an implementation schedule for complying with any identified conditions requiring mitigation. Where applicable, mitigation measures shall be included in the bid documents. The Subrecipient shall comply with all requirements established by the County emanating from the completion of the ER.

ER costs incurred by the County may be charged to the project identified above. In addition, the Subrecipient shall immediately inform HED of any environmental findings or conditions discovered during activity implementation, and agrees that applicable mitigation measures, subject to HED approval, shall be incorporated in order to proceed with the project.

The Subrecipient acknowledges that such mitigation measures may affect the total project cost and that Subrecipient may be responsible for implementation of corrective actions and the costs associated therewith.

S. COUNTY RESPONSIBILITIES

(1) Provide funding for the above-specified improvements as described in the "Project Scope" (Exhibit "A"), during the term of this Agreement, in the amount of **$205,398**. However, the County shall not be obligated to provide any funding for the construction work until the Subrecipient provides documentation showing that sufficient funds are available to complete the project.

(2) County reserves the right to withhold funding for the construction work until the Subrecipient provides documentation showing that Subrecipient's construction contract has been procured in compliance with applicable requirements for the CDBG funds provided under this Agreement.

(3) Provide technical assistance to the Subrecipient when requested, or as determined by HED.

(4) Monitor the Subrecipient at any time during the term of this Agreement. Visits may be announced or unannounced, as determined by HED, and will serve to ensure compliance with HUD regulations that planned activities are conducted in a timely manner, and to verify the accuracy of reporting to HED on program activities.

(5) Allowable costs that may be paid by the County under this Agreement in addition to those stated in Exhibit "A' – Scope of Work, Section A. above:

(a) Costs of asbestos surveys, asbestos abatement, and abatement monitoring.

(b) Costs of any other services customarily associated with projects of the nature of the project contemplated by this Agreement.

The County shall review requests by the Subrecipient for expenditures on the above items prior to undertaking the services associated with them, and approve any such expenditure it deems appropriate for this project.

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SCHEDULE "I"

PROJECT REPORT

Reporting Period:	**Month**		**Year**	
Subrecipient/Participant:				
Project Name & Location:				
Agreement/ MOU & Date				
Revisions/ Amendments & Date				

A. Agreement/ MOU Expenditure Requirements (Cumulative)		
	$0.00	
50% benchmark	$0.00	
100% benchmark	$0.00	*Total DHED Funding Amount*

B. Reimbursement/Disbursement/Payment/Draw Requests

1. Enter information in the BLUE cells only.
2. In Column C, enter the projected amount to be requested. Projections should meet the benchmarks of the County agreement.
3. In Column D, enter the actual amount that was requested.

A	B	C	D	E	F
Reporting Period	**Cumulative Requirement per Agreement**	**Amount Requested per month (Projected)**	**Amount Requested per month (Actual)**	**Cumulative Reimb Request (Actual)**	**Funding Balance Remaining**
Oct-26				0.00	0.00
Nov-26				0.00	0.00
Dec-26				0.00	0.00
Jan-27				0.00	0.00
Feb-27				0.00	0.00
Mar-27				0.00	0.00
Apr-27				0.00	0.00
May-27				0.00	0.00
Jun-27				0.00	0.00
Jul-27				0.00	0.00
Aug-27				0.00	0.00
Sep-27				0.00	0.00
Oct-27				0.00	0.00
Nov-27				0.00	0.00
Dec-27				0.00	0.00

PROJECT REPORT (CONT'D)

C. Amounts Budgeted/ Expended to date:

Enter all funding sources for the project including non-DHED funds.

Funding Source	$ Budgeted	$ Expended	Percentage Expended	Requested for Reimbursement
DHED Funds (Specify Program)	$0.00	$0.00		$0.00
Other Funds (Specify)				
Other Funds (Specify)				
Other Funds (Specify)				
Total	**$0.00**	**$0.00**		

D. Describe any changes in funding amounts or sources of funds.

E. Performance Requirements

Enter the projected and actual dates for each Performance Benchmark. For benchmarks with a "Required Date", enter Y or N in the "Benchmark Met" column to indicate whether the required date was met.

Benchmark	Required Date	Projected Date	Actual Date	Benchmark Met Y/N
Start Design				
Complete Design				
Advertisement Date				
Bid Opening Date				
Contract Award Date				
Submit 50% Reimbursement Request				
Complete Construction				
Submit 100% Reimbursement Request				

F. Describe any project planning/ schedule/ design/ procurement/ construction during this reporting period.

G. Report prepared by:

Name:		
Phone:		**Signature:**
Date:		

Send report to: Project Coordinator, CIREIS Division
Housing & Economic Development
100 Australian Ave, Suite 500
West Palm Beach, FL 33406

SCHEDULE "II"

ASBESTOS REQUIREMENTS
SPECIAL CONDITIONS FOR DEMOLITION AND RENOVATION OF BUILDINGS

The provisions of this part apply to all demolition and renovation work contemplated in this Agreement and described in Exhibit "A" of this Agreement.

I. DEFINITIONS

ACBM: Asbestos Containing Building Materials
AHERA: Asbestos Hazard Emergency Response Act
EPA: Environmental Protection Agency
FLAC: Florida Licensed Asbestos Consultant
FRSA: Florida Roofing Sheet Metal and Air Conditioning Contractors Association
HED: Palm Beach County Department of Housing and Economic Development
NESHAP: National Emission Standards for Hazardous Air Pollutants
NRCA: National Roofing Contractors Association
NVLAP: National Voluntary Laboratory Accreditation Program
OSHA: Occupational Safety and Health Administration
PBCAC: Palm Beach County Asbestos Coordinator (in Risk Management)
PLM: Polarized Light Microscopy
RACM: Regulated Asbestos Containing Materials
RFCI: Resilient Floor Covering Institute
TEM: Transmission Electron Microscopy

II. ASBESTOS SURVEYS

All properties scheduled for renovation or demolition are required to have a comprehensive asbestos survey conducted by a Florida Licensed Asbestos Consultant (FLAC). The survey shall be conducted in accordance with AHERA guidelines. Analysis must be performed by a NVLAP accredited laboratory.

A. For Renovation Projects (projects which will be reoccupied):

(a) Point counting must be conducted for all regulated asbestos containing materials (RACM)indicating 1% - 10% asbestos by PLM analysis. If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:
1. Assume the material is greater than 1% and treat it as RACM, or
2. Require verification by point counting.

(b) Samples of resilient vinyl floor tile indicating asbestos not detected must be confirmed by transmission electron microscopy (TEM)

(c) Joint compound shall be analyzed as a separate layer.

(d) Roofing material shall be sampled only if a renovation requires the roof to be disturbed. (In lieu of sampling the roof, it will be presumed to contain asbestos)

B. For Demolition Projects:

(a) Point counting should be conducted for all RACM indicating 1% - 10% asbestos by PLM analysis. This includes joint compounds (to be analyzed as a separate layer and vinyl asbestos tile. If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:
1. Assume the material is greater than 1% and treat it as RACM, or
2. Require verification by point counting

(b) Composite sample analysis is permitted for drywall systems (combining the drywall and joint compound constituents)

(c) All Category I and II non-friable materials, as defined in EPA/NESHAP, shall be sampled to determine asbestos content.

(d) Roof materials shall be presumed to be asbestos containing.

If the Subrecipient has a recent asbestos survey report prepared by a Florida Licensed Asbestos Consultant, a copy may be provided to HED for review by the PBCAC to determine if the survey is adequate to proceed with renovation/demolition work. If no survey is available, a survey may be initiated by the Subrecipient or requested by HED. A copy of the completed survey will be forwarded to the Subrecipient and PBCAC.

III. ASBESTOS ABATEMENT

A. RENOVATION

(a) Prior to a renovation, all asbestos containing materials that will be disturbed during the renovation, must be removed by a Florida Licensed Asbestos Contractor (FLAC) under the direction of a FLAC prior to demolition. Exceptions may be granted by HED prior to the removal, (such as asbestos containing roofs, transite pipe). The Subrecipient must obtain approval for all exceptions from HED. HED will request the PBCAC to review and approve all exceptions.

(b) Asbestos abatement work may be contracted by the Subrecipient or by HED upon request.

(c) If the Subrecipient contracts the asbestos abatement, the following documents are required to be provided to the HED and the PBCAC:

1. An Asbestos Abatement Specification (Work Plan), sealed by a FLAC.
2. Pre and Post Job submittals, reviewed and signed by the FLAC

(d) If the Subrecipient requests HED to contract the asbestos abatement, HED will initiate the request through the PBCAC who will contract the asbestos abatement. HED will provide a copy of all contractor and consultant documents to the Subrecipient.

(e) Materials containing less than <1% asbestos are not regulated by EPA/NESHAPS. However, OSHA compliance is mandatory. OSHA requirements including training, wet methods, prompt cleanup in leak tight containers, etc.

The renovation contractor must comply with US Dept of Labor, OSHA Standard Interpretation (OSHA), “Compliance requirements for renovation work involving material containing <1% asbestos”, dated 11/24/2003. The renovation contractor must submit a work plan to HED and PBCAC prior to removal of the materials.

B. DEMOLITION

All RACM must be removed by a Florida Licensed Asbestos Contractor under the direction of an FLAC prior to any demolition activities. Examples of RACM include: popcorn ceiling finish, drywall systems, felt or paper-backed linoleum, resilient floor tile and mastic which is not intact, asbestos containing joint compound, asbestos cement panels/pipes/shingles (“transite”), etc.

NESHAP Category I non-friable materials, such as intact resilient floor tile and mastic and intact roofing materials, may be demolished with the structure, by implementing the proper engineering controls and using a demolition contractor. The demolition contractor shall be made aware of the asbestos-containing materials and shall exercise adequate control techniques (wet methods, etc.). In all cases, demolition work should be monitored by a FLAC to ensure proper control measures and waste disposal. Any exceptions to these guidelines shall be requested through and approved by HED prior to the removal (such as asbestos containing roofs, transite pipe). Exceptions may be granted by HED prior to the removal, (i.e., asbestos containing roofs, transite pipe). The Subrecipient must obtain approval for all exceptions from HED and the PBCAC. Demolition work should be monitored by a FLAC to ensure proper control measures and waste disposal. This is the responsibility of the Subrecipient.

(a) Asbestos Abatement work may be contracted by the Subrecipient or by HED upon request.

(b) If the Subrecipient contracts the asbestos abatement, the following documents must be provided to the PBC/HED and reviewed by the PBCAC.

1. An Asbestos Abatement Specification (Work Plan), sealed by a FLAC.
2. Pre and Post Job submittals, reviewed and signed by the FLAC.

(c) If the Subrecipient requests HED to contract the asbestos abatement, HED will initiate the request through the PBCAC who will contract the asbestos abatement. HED will provide a copy of all contractor and consultant documents to the Subrecipient.

(d) Recycling, salvage or compacting of any asbestos containing materials or the substrate is strictly prohibited.

(e) In all cases, compliance with OSHA "Requirements for demolition operations involving material containing <1% asbestos” is mandatory.

(f) For all demolitions involving asbestos containing floor tile, asbestos containing roofing material and materials containing <1%, the Demolition Contractor shall submit the following documents to HED. HED will provide a copy of these documents to PBCAC.

1. Signed statement that the demolition contractor has read and understood the requirements for complying with EPA, OSHA, and the State of Florida Licensing regulations for demolition of structures with asbestos materials.

2. Submit a plan for the demolition of asbestos containing roofing and floor tile. State if these materials are likely to remain intact. Include in the plan what shall occur if materials become “not intact.”

3. Submit a plan for compliance with OSHA requirements such as but not limited to: competent person, establishing a regulated area, asbestos training of workers, respiratory protection, use of disposable suits, air monitoring, segregation of waste, containerizing asbestos waste, waste disposal.

(g) If materials are discovered that are suspected asbestos materials that were not previously sampled and/or identified in the survey report, stop all renovation/demolition work that will have the potential to disturb the suspect materials and immediately notify HED.

IV. NESHAP NOTIFICATION

A. RENOVATION

A NESHAP form must be prepared by the Subrecipient or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to any asbestos activity that involves removal of regulated asbestos containing material, including linoleum, greater than 160 square feet or 260 linear feet or 35 cubic feet. For lesser quantities, the Subrecipient (or its contractor) shall provide a courtesy notification to the Palm Beach County Health Department at least ten (10) working days prior to an asbestos renovation. The removal of vinyl asbestos floor tile and linoleum shall be considered regulated. Asbestos roof removal requires a notification at least three (3) working days prior to the removal.
For floor tile removal greater than 160 square feet, the Subrecipient or its Contractor shall provide a courtesy NESHAP notification to the Palm Beach County Health Department at least three (3) working days prior to removal.
The Subrecipient shall provide a copy of the asbestos report to the renovation Contractor to keep onsite during the work activity.

B. DEMOLITION

A NESHAP notification form must be prepared by the Subrecipient or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to any projects scheduled to be demolished by the Subrecipient.

C. NESHAP FORM

The NESHAP notification form is available online through the Florida Department of Environmental Regulations. The notification shall be sent to the address shown below. A copy shall be included in the Subrecipient post job documentation submitted to HED. HED shall provide a copy to the PBCAC. All fees shall be paid by the Subrecipient.

Palm Beach County Department of Health
Asbestos Coordinator
800 Clematis Street, Post Office Box 29
West Palm Beach, Florida 33402

V. APPLICABLE ASBESTOS REGULATIONS/GUIDELINES

The Subrecipient, through its demolition or renovation contractor, shall comply with the following asbestos regulations/guidelines. This list is ***not*** all inclusive:

(a) Environmental Protection Subrecipient (EPA) NESHAP, 40 CFR Parts 61 Subpart M National Emission Standard for Asbestos, revised July 1991

(b) Occupational Safety & Health Administration (OSHA) Construction Industry Standard, 29 CFR 1926.1101

(c) EPA: A Guide to Normal Demolition Practices under the Asbestos NESHAP, September 1992

(d) Demolition practices under the Asbestos NESHAP, EPA Region IV

(e) Asbestos NESHAP Adequately Wet Guidance

(f) Florida State Licensing and Asbestos Laws
1. Title XVIII, Chapter 255, Public property and publicly owned buildings.
2. Department of Business and Professional Regulations, Chapter 469 Florida Statute, Licensure of Asbestos Consultants and Contractors.

(g) Resilient Floor Covering Institute (RFCI), Updated Recommended Work Practices and Asbestos Regulatory Requirements, September 1998, or current version.

(h) Florida Roofing Sheet Metal and Air Conditioning Contractors Association (FRSA), June 1995, or current version.

(i) US Department of Labor, OSHA Standard Interpretation
1. Application of the asbestos standard to demolition of buildings with ACM in Place, dated 8/26/2002.
2. Requirements for demolition operations involving material containing <1% asbestos, dated 8/13/1999.
3. Compliance requirements for renovation work involving material containing <1% asbestos, dated 11/24/2003.

SCHEDULE "III"

PROJECT BUDGET

ORGANIZATION: Village of Palm Springs **PROGRAM: CAPITAL IMPROVEMENTS - ROYAL PALM PARK IMPROVEMENTS** **FY 2026-2027 PALM BEACH COUNTY CDBG**						**CONTACT NAME: Felipe Lofaso** **TITLE: Director of Public Works** **PHONE: 561-301-7037**			
A. CAPITAL IMPROVEMENT PROJECT									
No.	**Deliverables**	**Quantity**	**Cost**	**PBC CDBG Funding**	% Alloc to Program	**Palm Springs Funding**	% Alloc to Program	**Other Funding**	**TOTAL**
1	**Engineering & Design** (By Staff)	1	$0	$0	0%	$0	0%	$0	$0
2	**Construction :**								
	Mobilzation	1	$ 5,000.00	$0	0%	$5,000	100%	$0	$5,000
	Bonds and Insurance	1	$ 3,500.00	$579	16%	$2,921	84%	$0	$3,500
	Maintenance of Traffic	1	$ 2,500.00	$2,500	100%	$0	0%	$0	$2,500
	Remove and dispose Chain link fencing	350	$ 1,050.00	$1,050	100%	$0	0%	$0	$1,050
	Install new 4' height black vinyl chain link fencing w/ gate	350	$ 19,600.00	$19,600	100%	$0	0%	$0	$19,600
	New 6" concrete slab	16	$ 1,920.00	$1,920	100%	$0	0%	$0	$1,920
	New 4" concrete sidewalk	40	$ 4,000.00	$4,000	100%	$0	0%	$0	$4,000
	New 12'x12' hip roof pavilion w/ tables	1	$ 53,930.00	$53,930	100%	$0	0%	$0	$53,930
	Clusia hedges	170	$ 25,500.00	$25,500	100%	$0	0%	$0	$25,500
	Remove and replace St. Augustine sod	2800	$ 28,000.00	$28,000	100%	$0	0%	$0	$28,000
	New monument sign	1	$ 5,000.00	$5,000	100%	$0	0%	$0	$5,000
	Total Construction Cost Estimate		**$150,000.00**						
	Sub-Total			$142,079		$7,921		$0	$150,000
	TOTAL PROGRAM BUDGET			**$142,079**		**$7,921**		**$0**	**$150,000**

EXHIBIT "B"

COMMUNITY DEVELOPMENT BLOCK GRANT
FEDERAL PROVISIONS AND CERTIFICATIONS
INCLUDING 2 CFR Part 200 Appendix II

Subrecipient shall ensure that the requirements and obligations of both the Contractor and subcontractors contained herein are applied and enforced, as applicable.

1. Equal Opportunity Requirements.

Contractor/subcontractor shall at all times comply with the provisions of 41 CFR 60-1.4(b), which requires all federally assisted construction contracts, to include the Equal Opportunity Clause, implementing regulations 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." which is incorporated herein by reference.

During the performance of this Agreement, the contractor/subcontractor agrees as follows:

(a) The contractor/subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The contractor/subcontractor 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, 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/subcontractor 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.

(b) The contractor/subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor/subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, or national origin.

(c) The contractor/subcontractor will not discharge or in any 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/subcontractor's legal duty to furnish information.

(d) The contractor/subcontractor 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 the agency contracting officer ,advising the said labor union or workers' representatives of the contractor/subcontractor's commitments.

(e) The contractor and all subcontractors of contractor will comply with all provisions Department of Labor regulations and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The contractor/subcontractor will furnish all information and reports 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 Subrecipient, the contracting agency, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the contractor/subcontractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor/subcontractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with best practice procedures and such other sanctions may be imposed and remedies invoked, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The contractor/subcontractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor so that such provisions will be binding upon each subcontractor or vendor. The contractor/subcontractor will take such action with respect to any subcontract or purchase order as the administering Subrecipient as may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor/subcontractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering Subrecipient, the contractor/subcontractor may request the United States to enter into such litigation to protect the interests of the United States.

2. **Contracts in Excess of the Simplified Acquisition Threshold.**

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

3. **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 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, contractor/subcontractors 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, contractor/subcontractors 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 Subrecipient must report all suspected or reported violations to the County or 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/subcontractor 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 Subrecipient must report all suspected or reported violations to the County.

4. Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701 – 3708

Contractor/subcontractor shall comply with the Contract Work Hours and Safety Standards Act (for contracts in excess of $100,000 that involve the employment of mechanics or laborers and subject to the overtime provisions) in accordance to 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 and 29 C.F.R. Part 5 . Under 40 U.S.C. 3702 of the Act, each contractor/subcontractor 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.

(a) 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 work week 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.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 (a) of this section, in the sum of $33 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 (a) of this section.

(c) Withholding for unpaid wages and liquidated damages. The County may, upon its own action, or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from the contractor/subcontractor, so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities, any moneys payable on account of work performed by the contractor or subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) of this section or any other Federal contract with the same prime contractor/subcontractors, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor/subcontractors, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor/subcontractor liability for which the funds were withheld.

(d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) 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 (a) through (d) of this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Clean Air Act (42 U.S.C. 7401-7671q.) and Federal Water Pollution Control Act, as amended (for contracts exceeding $150,000)**.

(a) Clean Air Act (Contracts in excess of $150,000)

(1) The contractor/subcontractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401-7671q.

(2) The contractor/subcontractor agrees to report each violation to County and the Regional Office of Environmental Protection Agency (EPA), and understands and agrees that the County will, in turn, report each violation as required to assure notification to the U.S. HUD and the appropriate Environmental Protection Subrecipient Regional Office.

(3) The contractor/subcontractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the U.S. HUD.

(b) Federal Water Pollution Control Act (Contracts in excess of $150,000)

(1) The contractor/subcontractor 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. 1251-1387 as amended.

(2) The contractor/subcontractor agrees to report each violation to the County and the Regional Office of Environmental Protection Agency (EPA), and understands and agrees that the County will, in turn, report each violation as required to assure notification to the U.S. HUD and the appropriate Environmental Protection Subrecipient Regional Office.

(3) The contractor/subcontractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the U.S. HUD.

6. Debarment and Suspension (Certification required).

This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 31 C.F.R. pt. 19. As such the contractor/subcontractor is required to verify that none of the contractor/subcontractor, its 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).

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

The contractor/subcontractor must comply with 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by County. If it is later determined that the contractor/subcontractor did not comply with 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19 subpart C, in addition to remedies available to County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19 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.

A completed Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary

Exclusion-Lower Tier Participation form (attached hereto and titled Certification Regarding Debarment) is required in Contractor/subcontractor's sealed bid or proposal or as otherwise required by the County. Upon request, successful Contractor/subcontractor agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

7. **Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 and 31 CFR Part 21 (Certification required).**

Contractors/subcontractors who apply or bid for or receive an award of $100,000 or more at any tier under a federal grant 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 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 recipient who in turn will forward the certification(s) to the awarding Subrecipient.

A completed certificate (attached hereto and titled Certification Regarding Lobbying) is required in Contractor's/subcontractors sealed bid or proposal or as otherwise required by the County. Upon request, successful Contractor/subcontractor agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

8. **Recovered Materials.**

Under the Resource Conservation and Recovery Act of 1976 (RCRA), 42 U.S.C. 6962, as implemented at 40 CFR part 247 and in the performance of this Agreement, the Contractor/subcontractor shall make maximum use of recommended practices and products containing recovered materials that are EPA designated items unless the product cannot be acquired:

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;
(b) Meeting contract performance requirements; or
(c) At a reasonable price.

Information about this requirement along with a 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.

The Contractor/subcontractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

9. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(a) Definitions.

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means: the People's Republic of China

Covered telecommunications equipment or services means:

1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);

2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper

function or performance of a piece of equipment, system, or service.

Telecommunications equipment or services means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines, internet, video surveillance, and cloud servers.

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibits the head of an executive agency or Subrecipient on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the U.S. HUD to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this Agreement, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractor/subcontractors from providing:

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor/subcontractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor/subcontractor is notified of such by a subcontractor at any tier or by any other source, the contractor/subcontractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Agreement are established procedures for reporting the information.

(2) The Contractor/subcontractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business days from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor/subcontractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor/subcontractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments,

10. Domestic Preference for Procurements.

(a) As appropriate, and to the extent consistent with law, the contractor/subcontractors and subrecipient should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(b) For purposes of this clause:

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

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

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

11. Notice of County Reporting Requirements.

(a) General. The County is using CDBG Funds awarded by the U.S. HUD, in whole or in part, for the costs incurred under this Agreement. As a condition of this funding, the U.S. HUD requires the County to provide various financial and performance reporting.

(1) It is important that the contractor/subcontractor is aware of these reporting requirements, as the County may require the contractor/subcontractor to provide certain information, documentation, and other reporting in order to satisfy reporting requirements.

(2) Contractor/subcontractor shall cooperate and comply with all requests for information and documentation from the County as necessary to satisfy and comply with the award requirements. Failure to do so is a material breach of this Agreement.

(3) Failure of the County to satisfy reporting requirements to the U.S. HUD is a breach of its agreement with U.S. HUD and could result in loss of federal financial assistance awarded to fund this Agreement.

(c) Applicable Reporting Requirements. Grant reporting includes both financial and program reporting requirements. There are a variety of applicable federal, state and local laws, regulations, requirements, and policies setting forth various reporting requirements, including, but not limited to County policies and procedures, U.S. HUD guidance and federal regulations such as Subpart D, Post Federal Award requirements, Standards for Financial and Program Management, 2 C.F.R. § 200.300 through 2 C.F.R. § 200.345. Performance reporting includes,

but is not limited to, the status of the project, the status of the funds, key performance indicators. Contractor/subcontractor shall comply with any and all reporting requirements.

12. **Records Requirements**.

(a) Records Retention. Pursuant to 24 CFR § 570.502, Contractor/subcontractor shall retain all records, including but not limited to, all books, records, accounts and reports required under this Agreement for a period of the longer of 3 years after the expiration or termination of the subrecipient agreement under 24 CFR § 570.503 or 3 years after the submission of the annual performance and evaluation report, as prescribed in § 91.520 of this title, in which the specific activity is reported on for the final time.

(b) Records for individual activities subject to the reversion of assets provisions at § 570.503(b)(7) or change of use provisions at § 570.505 must be maintained for as long as those provisions continue to apply to the activity; and

(c) Records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities must be retained until such receivables or liabilities have been satisfied.

Notwithstanding the foregoing, in the event of litigation or settlement of claims arising from the performance of this Agreement, Contractor/subcontractor agrees to maintain same until the County or the U.S. HUD, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.

(d) Access to Records. The following access to records requirements apply to this Agreement:

(1) The contractor/subcontractor agrees to provide the County, the U.S. HUD, the U.S. Treasury's Office of Inspector General, the U.S. Government Accountability Office or any of their authorized representative's, access to any books, documents, papers, and records (electronic or otherwise) of the Contractor/subcontractor which are directly pertinent to this Agreement for the purposes of making audits, execute site visits, examinations, excerpts, transcriptions or for any other official use. This right also includes timely and reasonable access to the recipient's or subrecipient's personnel for the purpose of interview and discussion related to such documents or the Federal award in general.

(2) The Contractor/subcontractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

13. **Compliance with Federal Laws.** This Agreement is being funded in whole or in part with federal funds awarded to the County by the U.S. HUD. The Contractor/subcontractor shall comply with all applicable federal statutes, regulations, and executive orders. Contractor/subcontractor shall insert the substance of this clause in all subcontracts and other contractual instruments.

14. **False Statements.** The Contractor/subcontractor understands that making false statements or claims in connection with this Agreement is a violation of federal law which may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

15. **No Obligation by the U.S. Government.** The U.S. Government is not a party to this Agreement and is not subject any obligations or liabilities to the Contractor/subcontractor, the County or any third party resulting from the performance of this Agreement.

16. **Increasing Seat Belt Use in the United States.** County encourages the Contractor/subcontractor to adopt and enforce an on-the-job seat belt policy and program for its employees.

17. **Reducing Text Messaging While Driving.** County encourages the Contractor/subcontractor to adopt and enforce a policy that bans text messaging while driving.

18. **Title VI of the Civil Rights Act of 1964.** The Contractor/subcontractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement.

    Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Contractor/subcontractor shall insert the substance of this clause in all subcontracts and other contractual instruments.

19. **Affirmative Socioeconomic Steps**. If subcontracts are to be let, the Contractor/subcontractor is required to take all necessary steps identified in 2 CFR 200.321(b)(1)-(5) to ensure the employment or use of small businesses, and labor surplus area firms are used when possible.

20. **Reimbursement**: under this Agreement may be from funds distributed from the U.S. HUD and payments may be considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. Any party receiving such funds shall comply with said provisions, and shall fully cooperate with any other party's compliance with said provisions.

SCHEDULE "I"
(TO EXHIBIT "B")

CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

The Subrecipient certifies that:

1. This Agreement is a covered transaction for purposes of 2 CFR, Part 180 and 31 CFR Part 19 such, the Subrecipient is required to verify that none of the Subrecipient, its principals (defined at 2 CFR 180.995), or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).

2. The Subrecipient must comply with 2 CFR Part 180, subpart C and 31 CFR Part 19, 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 County. If it is later determined that the Subrecipient did not comply with 2 CFR Part 180, subpart C and 31 CFR Part 19, subpart C, in addition to remedies available to the County, the federal government may pursue available remedies, including but not limited to suspension and/ or debarment.

4. The Subrecipient agrees to comply with the requirements of 2 CFR Part 180, subpart C and 31 CFR Part 19, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions, including submission to Subrecipient of this Certification completed by its suppliers, subcontractors and subconsultants.

SUBRECIPIENT NAME: **Village of Palm Springs**

ADDRESS: **242 Cypress Lane, Palm Springs, FL 33461**

SUBRECIPIENT'S AUTHORIZED OFFICIAL:

Michael Bornstein, Village Manager _____ Date

SCHEDULE "II"
(TO EXHIBIT"B")

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid, proposal, or contract exceeding $100,000)

The undersigned Subrecipient certifies, to the best of his or her knowledge, 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 Subrecipient, 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 Subrecipient, 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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 Subrecipient, **Village of Palm Springs** certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient 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.

Michael Bornstein, Village Manager

Date


3401 2nd Ave N, Palm Springs, FL
Davis Rd
Davis Rd
Davis Rd
CLUSIA HEDGES
(6' HEIGHT)
New monument
sign
NEW ADA
PATHWAY
12'
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Village of Palm Springs

Executive Brief

AGENDA DATE: July 23, 2026

DEPARTMENT: Utilities

ITEM #6: Work Authorization No. CH-U05 - Utilities Impact Plan for Lake Worth Road CRA Redevelopment - Utilities Department (FY 2026 Budget Funded - Water & Sewer Enterprise Fund and Lake Worth Road Community Redevelopment Agency Fund) — CHA Consulting Inc.

SUMMARY: The Utilities Department is requesting that the Village Council approve Work Authorization No. CH-U05 at a cost not to exceed $88,646.80 to support all professional engineering services and related tasks associated with a utilities impact plan by CHA Consulting, Inc., one of the engineering firms contracted by the Village.

Due to the potential redevelopment within the Lake Worth Road CRA, particularly along 2nd Avenue North, the Utilities Department recommends commissioning a utilities impact study to evaluate future water and wastewater demands. The study would identify the infrastructure improvements required to adequately serve the redeveloped area and provide phased options for implementing these upgrades to ensure sufficient system capacity as redevelopment progresses.

Note: The Village issued a Request for Qualifications (RFQ) for Professional Engineering Services (RFQ #2024R-001 - Utility Engineering Services Continuing Contracts) in accordance with the Consultants Competitive Negotiation Act (CCNA) — Section 287.55, Florida Statutes.

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

FISCAL IMPACT:

Funding to support the proposed work authorization is available within the FY 2026 Budget — Water & Sewer Enterprise Fund and Lake Worth Road Community Redevelopment Agency Fund. Water & Sewer Enterprise Fund will provide 60% of the plan's cost and the Lake Worth Road Community Redevelopment Agency will provide 40% of the plan's cost. A budget amendment or internal budget transfer will be requested at a later date if needed.

ATTACHMENTS:

1. Utilities Impact Plan Proposal

June 30, 2026 (**Rev. 3)**
Y03889.000 (400-000.BD)

Mr. Paul Ward
Assistant Utilities Director
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

Dear Mr. Ward:

Reference: Proposal for Engineering Services
South Village Water and Wastewater Utilities Impact Plan
Work Authorization No.: CH-U05

In accordance with your request, we are pleased to submit this proposal for providing engineering services for the above-mentioned project. This proposal includes:

1. Preparing the South Village Water and Wastewater Utilities Impact Plan.

The proposed scope of work for this project is attached as Work Authorization CH-U05. Our proposed engineering service fees shall be as tabulated below:

PROJECT PHASE	FEE TYPE	PROPOSED FEE
Utilities Impact Plan	Lump Sum	$88,646.80

A breakdown of each above fee calculation is included as an attachment to the Work Authorization Order.

CHA Consulting looks forward to providing professional engineering services to the Village of Palm Springs on this utilities impact evaluation plan. If you have any questions or require additional information pertaining to the enclosed Task Order or the project in general, please do not hesitate to contact me.

Sincerely,

Douglas K. Hammann, P.E.
Encl.

VILLAGE OF PALM SPRINGS

CONSULTING SERVICE WORK AUTHORIZATION

DATE : **April 20, 2026** VILLAGE RFQ. NO.: **2024R-001**

WORK AUTHORIZATION NO.: **CH-U05** FOR CONSULTING SERVICES

TASK ORDER (PROJECT) NO.: **-** G/L CODE: _____

CHA Consulting, Inc. PROJECT NO.: **Y03889.000**

PROJECT TITLE: **South Village Water and Wastewater Utilities Impact Plan**

This Work Authorization, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated June 13, 2024 between the Village of Palm Springs ("VILLAGE"), and CHA Consulting, Inc. ("CONSULTANT") hereafter referred to as the Agreement.

I. PROJECT DESCRIPTION

The Village of Palm Springs Utilities is to evaluate a proposed future development called the South Village Development to be located north of Lake Worth Road and west of Congress Avenue. An evaluation of the existing water and wastewater utilities is required for pre- and post- development conditions to plan for future utility needs to support this new development. To facilitate recommendations, planning and potential financial options a South Village Water and Wastewater Utilities Impact Plan of the following preliminary outline is needed:

Executive Summary

- Overview of the utility impact plan with focus on report organization, study results and overall recommendation.
- Address summary of improvement recommendations and cost.
- Present next steps moving forward.
- General descriptive graphics and tables.

Introduction

- Introduce overall project goal and intent of the utility impact plan.
- Defne Utility Authorities
    - Water
    - Wastewater
- Purpose
- Planning Area

- Scope of work
    - Review of Existing Conditions
    - Model of Pre-Development Wastewater Transmission and Water Distribution System
    - Model of Post-Development Wastewater Transmission and Water Distribution System
    - Review of Impacts to Existing Village Water and Wastewater Utility Infrastructure
    - Supporting Figures
- Report Organization

Summary of Existing Infrastructure

- Existing Village Water Supply, Treatment, and Distribution System(s) to provide service to future development area
    - Supply Wells
    - Existing Treatment Facilities
        - R.L. Pratt WTP
        - Main WTP
    - SFWMD Water Use Permit
    - Finished Water Storage
    - High Service Pumping
    - Water Transmission and Distributions System
- Wastewater System to provide service to future development area
    - Wastewater System Service Area
    - Existing Wastewater Collection System Facilities
    - Transmission System
        - Force Mains
        - Pump Stations
        - Large User Meters
    - Large User Wastewater Agreement(s)
        - Lake Worth Beach
        - Palm Beach County WUD (2)

Basis of Evaluation and Planning

- General
- Village of Palm Springs Location and Service Limits
- Planning Period
- Water System
    - Water Demand (Pre- and Post- Development Conditions)
        - Average Daily Demand
        - Maximum Day Demand Factor
        - Peak Hour Demand Factor
        - Water Demand Projections for Post-Development Conditions
        - Fire Flow Scenario(s)
        - Raw Water Demand
- Wastewater System
    - Wastewater Flow Conditions (Pre- and Post- Development Conditions)
        - Large User Wastewater Agreements

        - Pre- Development Wastewater Conditions
        - Average Daily Flow
        - Maximum Day Flow
        - Peak Hour Flow
        - Pump Station Sewer Shed Contributions and Conditions
    - Wastewater Pump Station Hydraulic Design Parameters

Hydraulic Evaluation and Utility Impact Assessment

- Water System
    - Evaluation Methodology
        - Head Loss Calculation
        - Model Elevations
        - Minor Losses Model Calibration
        - Demand Conditions
        - Water Distribution Methodology
        - Facility Characteristics
    - Hydraulic Evaluation- Modeling of Post-Development Water Main System
        - Impact Evaluation of existing Finished Water Transmission & Distribution Main under the following scenarios:
            - ADD
            - PHD
            - MDD
            - Fire Flow Conditions
            - R.L. Pratt WTP Shutdown
            - Main WTP Shutdown
    - Potable Water Supply, Treatment and Distribution System(s) Impact Evaluation
        - Raw Water Supply
        - Water Treatment Plant Capacity Evaluation
            - R.L. Pratt WTP
            - Main WTP
        - Transmission and Distribution Mains Evaluation
        - Existing High Service Pump Evaluation
            - Fire Flow Conditions
        - Booster Station and Above-Ground Storage Tank Evaluation
            - Fire Flow Conditions
- Wastewater System
    - Evaluation Methodology
        - Head Loss Calculation
        - Model Elevations
        - Wastewater Transmission Main System Model Flow
        - Facility Characteristics
    - Hydraulic Evaluation- Modeling of Post-Development Wastewater System under the following scenarios:
        - Average Daily Flow
        - Maximum Day Flow

        - Peak Hour Flow
    - Pump Station Sewer Shed Contributions and Evaluation
    - Wastewater System Evaluation (Pre- and Post-Development Conditions)
        - Onsite Development Gravity Sewer Collection System & Lift Station(s)
        - Wastewater Pumping
        - Transmission System Metered Connection Evaluation
        - Large User Wastewater Agreement(s) Evaluation

Permit Evaluation

- Review existing permit conditions for:
    - South Florida Water Management District Consumptive Water Use Permit
    - Current FDEP Water Treatment Plant Permit Capacity
- Impacts to existing permit conditions

Recommendation of Improvements

- Potable Water Supply, Treatment and Distribution System(s)
    - General
        - Raw Water Supply
        - Water Treatment Plant(s)
        - Transmission and Distribution Main
        - High Service Pump
        - Booster Station & Above-Ground Storage Tank
    - Estimated Improvement Costs
    - Summary
- Wastewater System
    - General
        - Wastewater Collection System (Developer)
        - Wastewater Pumping
        - Transmission System Large User Meters
        - Large User Wastewater Agreement(s)
    - Estimated Improvement Costs
    - Summary

Capital Improvement Phasing & Implementation Strategy

- Potable Water Supply, Treatment and Distribution System(s)
    - Initial Development Conditions
    - Interim Buildout Conditions
    - Ultimate Buildout Conditions

- Wastewater System
    - Initial Development Conditions
    - Interim Buildout Conditions
    - Ultimate Buildout Conditions

II. SCOPE OF SERVICES

The following is a description of the services to be provided under this Task Order.

Study Phase

Task 1 – Project Administration/Management

This task focuses on the administration of the project including project setup, client interface, subconsultant management, general project management and contract administration.

Task 2 - Data Gathering, Preliminary Coordination Activities and Initial Meetings

ENGINEER shall coordinate with VILLAGE and assist with obtaining the necessary preliminary information required to prepare the Feasibility report including but not limited to:

1. Raw Water Flow Data for last 12 months.
2. WTP MOR's for last 12 months.
3. Total water billing volume data for all customer and VILLAGE accounts for the last 24 months. Excel spreadsheet format.
4. Flushing and unaccounted-for-water summary records for the last 24 months.
5. Confirmation of Level of Service (LOS) criteria (e.g., preferred pressure range during non-fire flow condition, minimum allowable pressure during fire flow conditions, preferred maximum allowable velocity, preferred maximum headloss gradient).
6. Most recent field measured influent flow to each pump station applicable.
7. Large user meter readings (all three locations) for the last 24 months.
8. Current large user agreements with Lake Worth Utilities and Palm Beach County.
9. Available force main system pressure data for last 24 months for applicable force main system.
10. Proposed Development Water Demand and Facility Descriptions (to include square footage for any commercial unit and apartment quantities per building).
11. Other data as applicable to completion of this task order.

ENGINEER shall schedule and complete a project kickoff meeting workshop with ENGINEER's project team and VILLAGE Staff. This meeting shall formalize project goals and concerns; establish project management; set project schedule and allow input from VILLAGE and project team to be addressed and finalized at onset of project.

Task 3 – Utility Impact Plan Preparation

This task focuses on evaluation of data, preparation and completion of the South Village Water and Wastewater Utilities Impact Plan. All engineering, financial, cost estimating, graphics and other related labor and staffing shall be provided to complete the report per the outline and contents of the various sections as presented herein above.

Task 4 –Periodic Project Meetings

ENGINEER will schedule meetings with VILLAGE staff at various times during the preparation of the Feasibility report. The purpose of these meetings will be to address the following:

1. Review status of project and work completed prior to meeting.
2. Review work projected to be completed prior to next meeting.
3. Review status of project RFI's.
4. Review general specific concerns or questions that have potential to impact the project.

5. Project schedule status review.

A total of two (2) meetings are anticipated for this project.

Task 5 – Submit and Review (Quality Control)

The ENGINEER will make the following submittals at various completion levels of this project for the purpose of VILLAGE's review and comment for coordination and quality control. A review meeting will be requested following each submittal to discuss and receive comments from VILLAGE. The VILLAGE's comments shall be incorporated into revisions prior to the next control submittal. Quality control submittals for this project are anticipated at the following completion levels:

1. Draft Report (75% completion level).
2. Draft Report (100% completion level).

The ENGINEER will incorporate the agreed-upon revisions made by the VILLAGE.

A total of two (2) meeting(s) with the VILLAGE is the level of effort for this Task.

Task 6 – Final Submittal Preparation, Reproduction and Report Distribution

ENGINEER will finalize the report based upon review comments provided at the 100% submittal review meeting with VILLAGE staff. After the submittal is finalized, ENGINEER shall reproduce and distribute the final report.

III. DELIVERABLES

Project deliverables shall be in accordance with Attachment 2.

IV. SCHEDULE

Upon receipt of Notice-To-Proceed the CONSULTANT will complete the services identified in this Work Authorization within the schedule outlined in Attachment 3.

***** The schedule is based upon conducting a review meeting within **X** calendar days after the Village receives the design submittal. All review comments shall be provided to Consultant within **X** calendar days after the Village receives the submittal. An adjustment to the overall schedule will be required in the event the review meeting takes longer to be conducted and/or obtaining comments takes longer to receive.

V. COMPENSATION AND PAYMENT

The CONSULTANT will perform the Design Phase tasks as outlined in the scope of services for the Lump Sum Fee of **$88,646.80** as outlined in Table 1, below, and further detailed in Attachment 3.

Table 1 Study Phase Budget Summary

Description	Total
1 – Project Administration/Management	$5,008.00
2 – Data Gathering, Preliminary Coordination Activities	$16,604.00

3 – Utilities Impact Plan Preparation	$46,432.00
4 – Periodic Project Meetings	$3,532.00
5 – Submit and Review (Quality Control)	$11,608.00
6 – Final Submittal Preparation, Reproduction and Report	$5,030.00
Reimbursable Expenses and Subconsultants	$162.80
TOTAL	$88,646.80

CONSULTANT's services during Study phase will be billed monthly as a percentage of project completion.

VI. ASSUMPTIONS

DATA OR ASSISTANCE TO BE PROVIDED BY VILLAGE:

A. Provide pertinent project data and information available from VILLAGE when requested by CONSULTANT.
B. Coordination with Developer.
C. General project review, where required.
D. Attendance at project meetings.
E. Provide general project review, where required.
F. Other project related information requested by CONSULTANT.

TASK ORDER DOES NOT INCLUDE PROVISION OF THE FOLLOWING ITEMS:

A. Preparation of Easement Agreements.
B. Evaluation of Impact from development which does not fall within the Village of Palm Springs Service area.
C. Any expert witness or testimony services.
D. Design of capital improvements.
E. Preparation of bid specifications, drawings and contract documents for recommended repairs/restoration.
F. Preparation of permit submittal applications.
G. Preparation or provision of utility rate analysis to support recommendations of the utilities impact plan.
H. Services not specifically indicated in this Task Order.

(Remainder of this page left blank intentionally)

VII. AGREEMENT REFERENCE

The work authorized under this Work Authorization shall be performed under the terms and conditions described within the Professional Services Agreement dated June 13, 2024, by and between the Village of Palm Springs ("VILLAGE") and CHA Consulting, Inc. ("CONSULTANT"). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

CHA CONSULTING, INC.

By: _____

Print Name: _____

Title: _____

VILLAGE OF PALM SPRINGS

By: _____

Date: _____

Village Attorney's Office

Approved as to form and legality

By: _____

(Required if over $25,000)

ATTACHMENT 1

PRELIMINARY PROJECT SCHEDULE[1]

Activity	**Duration (Days)**	**Cumulative Time (Days from NTP)**
Authorization to Proceed	0	0
Project Kick-Off Meeting	7	7
Preliminary Coordination and Data Gathering	30	37
Submit Draft Impact Plan (75% Submittal)	120	157
Receive VILLAGE 75% Review Comments	14	171
Submit Draft Impact Plan (100% Submittal)	30	201
Receive VILLAGE 100% Review Comments	14	215
Submit Final Impact Plan (Final Submittal)	14	229

Notes:

[1] Detailed schedule will be provided upon receipt of authorization to proceed and will include specific submittal dates.

ATTACHMENT 2

LIST OF PROJECT DELIVERABLES

STUDY PHASE REPORT

A. Draft Report (75% Completion Level)

- One (1) Report (Electronic Copy to all Project Team and VILLAGE Staff)

B. Draft Report (100% Completion Level)

- One (1) Report (Electronic Copy to all Project Team and VILLAGE Staff)

C. FINAL Report

- One (1) Report (Electronic submittal to the Final distribution list)
- Two (2) Signed and Sealed Reports for VILLAGE's official records.

(Remainder of page left blank intentionally)

Village of Palm Springs

Executive Brief

AGENDA DATE: July 23, 2026

DEPARTMENT: Utilities

ITEM #7: Work Authorization No. SAK-U06 Trenchless Rehabilitation Services (Sewer Lining) (FY 2026 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. 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's 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 seal annually the portions of the Village's sewage collection system experiencing significant infiltration and inflow. Village staff has identified 3,578 linear feet of cured-in-place pipe lining and 154 vertical feet of manhole rehab that will be completed. The total cost for the identified areas of sewer lining and manhole rehabilitation is $229,791.50. $285,000.00 has been approved within the FY 2026 Water & Sewer Enterprise Fund to complete gravity sewer lining.

To ensure the lowest possible price, the staff recommends that the Village renew our previous agreement, which is a cooperative purchasing contract with SAK Construction, LLC. 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). OMNIA Partners/Region 4 Education Service Center renewed the contract with SAK on August 26, 2025.

The Village accepted SAK's pricing as approved under OMNIA Partners' contract, including all terms, conditions, and pricing. The term of the proposed OMNIA Partners contract would expire on February 28, 2027.

The proposed project Work Authorization No. SAK-U06 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 2026 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. SAK Construction - Original Omnia Partners Agreement
2. SAK Construction - Omnia Partners Agreement Renewal
3. SAK Construction - Proposed Agreement
4. SAK Construction - Work Authorization SAK-U06

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.

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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.

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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.

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27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

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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

Margaret S. Bass

Region 4 ESC Authorized Board Member

2/22/2022

Date

Margaret S. Bass

Print Name

Linda Tinnerman

Region 4 ESC Authorized Board Member

2/22/2022

Date

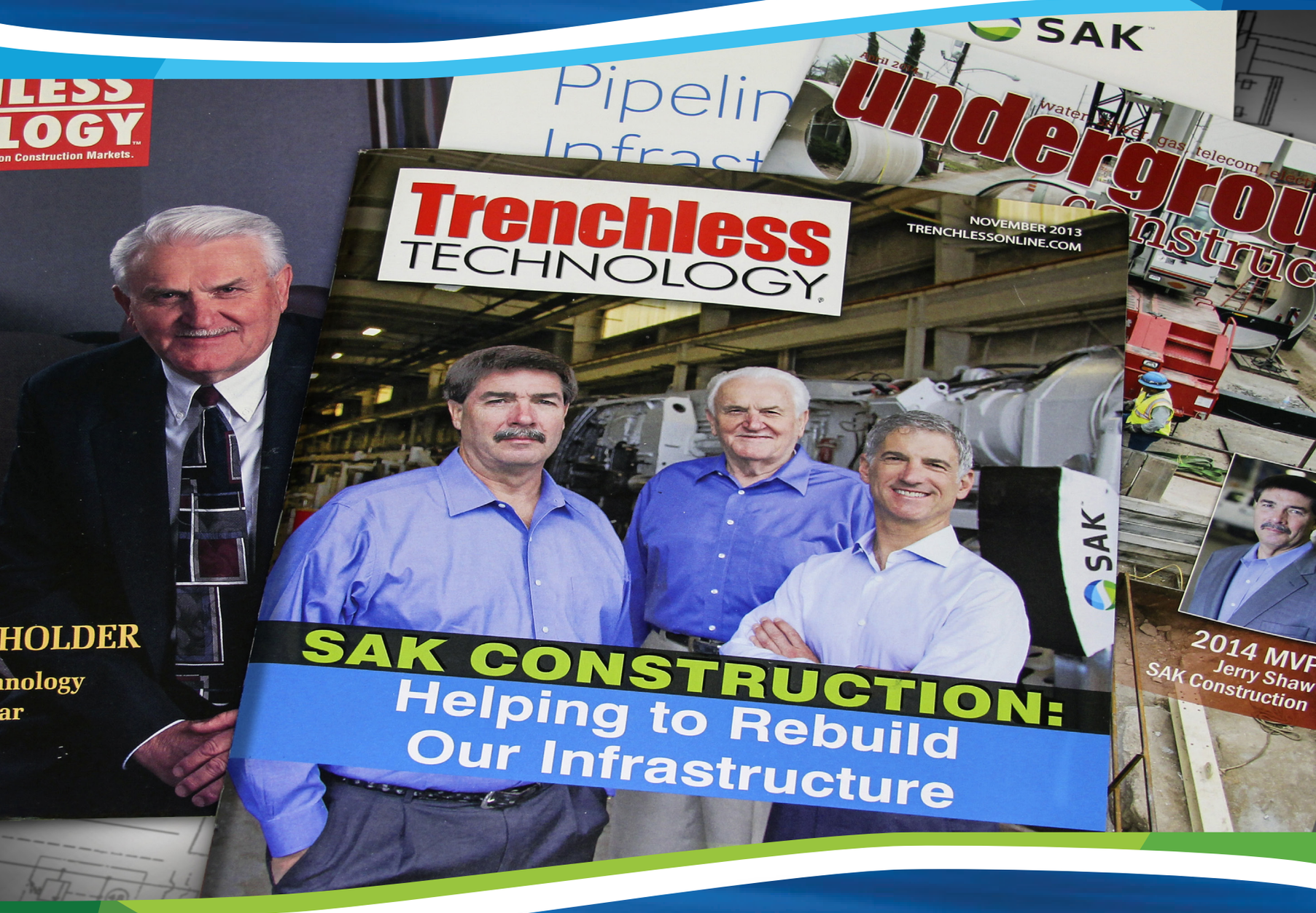
Linda Tinnerman

Print Name

CAPABLE
EXPERIENCED
COMMITTED

Trust SAK to deliver on time, every time.

OCT 5
2021



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

SAK™
Pipeline Infrastructure. Solved.™

REQUEST FOR PROPOSAL

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APPENDIX A

DRAFT CONTRACT

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

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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.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
N/A	N/A	N/A	N/A

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 <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 *Bonds are a % and insurance is as quoted. These are a pass through cost.	1	LS	*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 REPSONSE

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 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 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 of 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, it's 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 Suppler 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 Kuhnmuench, VP Business Development, charliek@sakcon.com, 636.385.1017

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

Sales: Charlie Kuhnmuench, 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 Kuhnmuench – 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 Kuhnmuench 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 Kuhnmuench, 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 Kuhnmuench, 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 Kuhnmuench – 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, NationalIPA, 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.

SAK™

Pipeline Infrastructure. Solved.™

864 Hoff Road | O'Fallon, MO 63366

OMNIA® PARTNERS

Partner **SAK Construction, LLC**

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

Contract Number **R170802**



SAK™ | OMNIA® PARTNERS

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.



40+ YEARS of pipeline innovation

NATIONALLY KNOWN tunneling contractor

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 REHABILIATION

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.

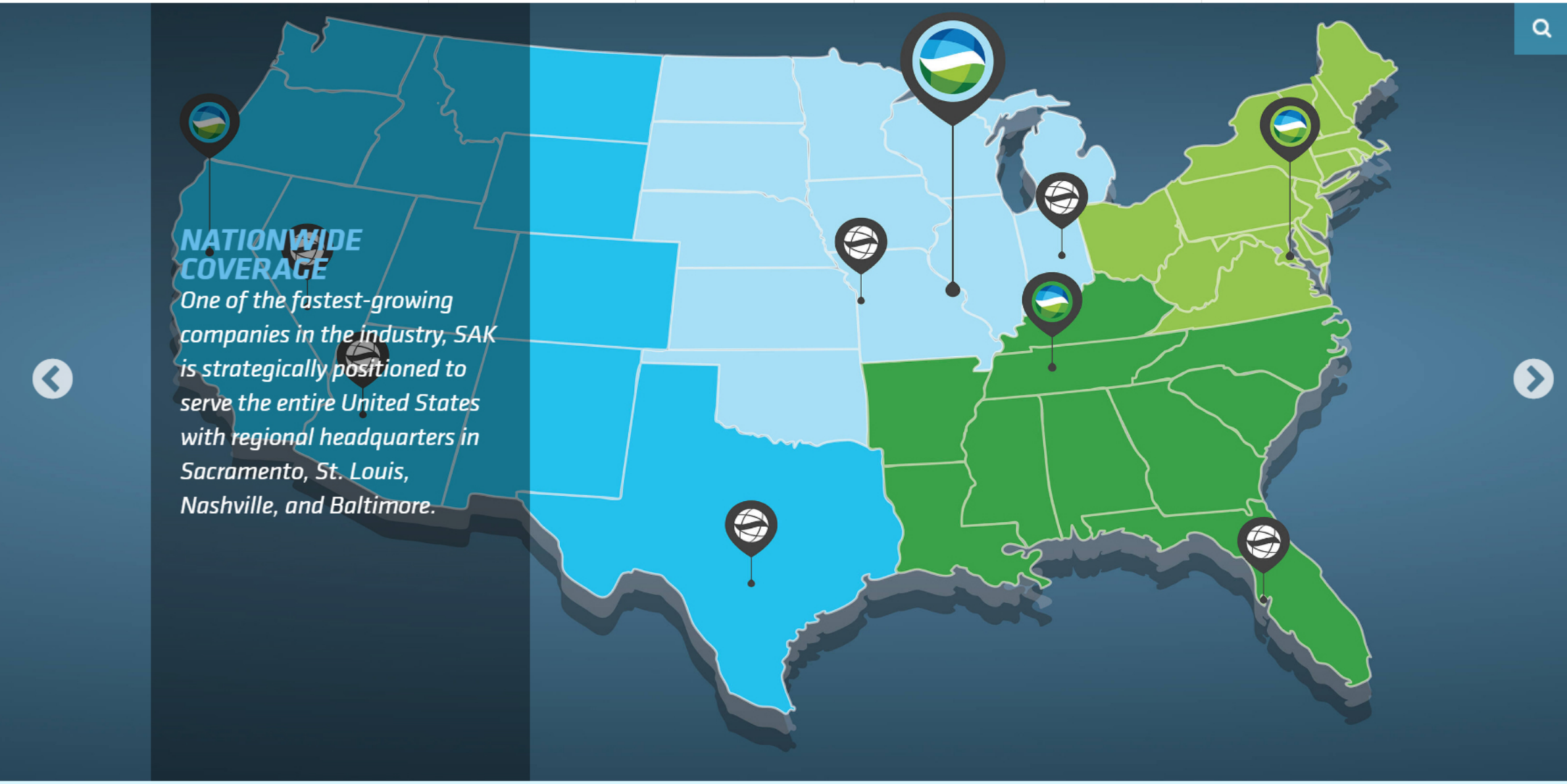
OMNIA® PARTNERS

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

HOW CAN SAK HELP YOU?

CONTACT US

Charlie Kuhnmuench
636.385.1000
info@sakcon.com



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







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.

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SAK Construction

@sakconstruction · Contractor

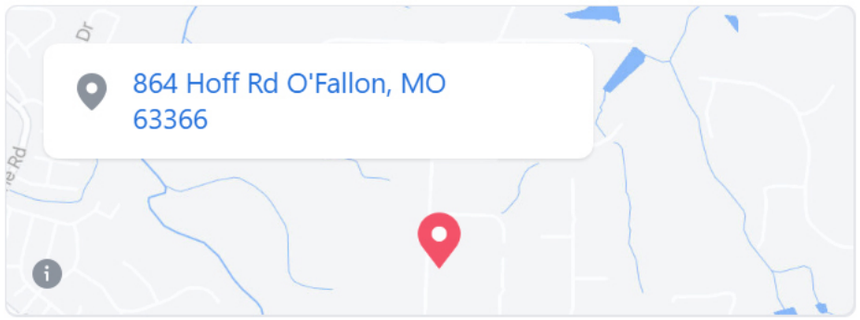
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SAK Construction's trenchless technology and tunneling solutions renew yesterday's municipal and industrial pipelines for tomorrow's growth.

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Trust SAK to solve your infrastructure issues for generations to come. With decades of experience and a history of ... See More

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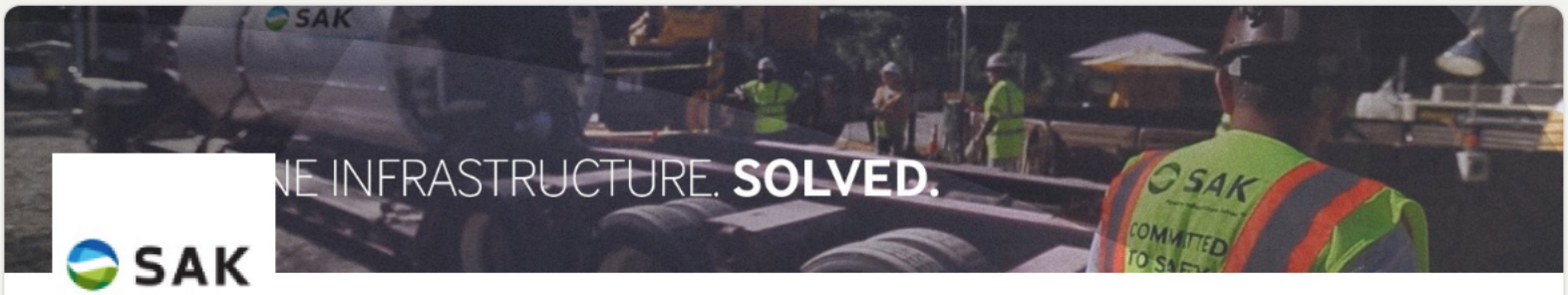
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PARTNERS

MARSH & McLENNAN AGENCY

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,

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

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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 Calcuated using this formula: # Cases X 200,000 / Man Hours Worked

SAFETY AND ACCIDENT PREVENTION PLAN

Jerry Shaw
President

SAK™
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SAFETY AND ACCIDENT PREVENTION PLAN
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Appendixes

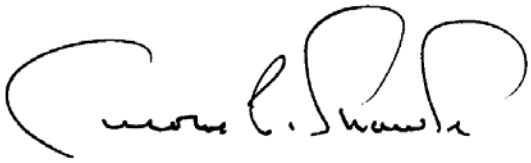
1. Safety Enforcement Procedures
2. Safety Recognition Program
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4. Cell Phone Policy
5. Drug Free Workplace and Substance Abuse Policy
6. DOT Substance Abuse and Alcohol Misuse
7. Tunnel Evacuation Procedures
8. Accident Reporting Procedures
9. Backing 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.



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	Signature Sarah Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title	Title
Date	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 E
Contract Sales Reporting Template

Contract Sales Report submitted electronically in Microsoft Excel:

OMNIA® PARTNERS			Supplier Name:		Total Sales	$0.00										
			Contract Number:		Admin Fee %											
			Reporting Period:		Total Admin Fee	$0.00							FOR OMNIA USE ONLY			
Supplier Internal ID	ID	Name	Street Address	Street Address 2	City	State	Postal Code	Transaction Date	Sales Amount	Admin Fee %	Admin Fee	Notes	Wildcard	UniqueId	Rebate Due	Rebate Name

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:

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: Boyd Hirtz 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 thefollowing:

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 ORAGREEMENT

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, 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.

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 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: 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

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: 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 (name of affiant) residing in O'Fallon (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 (title or position) of the firm of _____ (name of firm)

SAK Construction, LLC the bidder making this Proposal for the bid

entitled RFP Trenchless Technology Rehabilitation and Related Products and Services (title of bid proposal), and that I executed the said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Region 4 ESC and OMNIA Partners (name of contracting unit) relies upon the truth of the statements contained in said Proposal 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)

BARBARA MARLER
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Charles County
My Commission Expires: December 19, 2022
Commission Number: 14126252

Signature

Boyd Hirtz, President
(Type or print name of affiant under signature)

DOC #3

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

Boyd Hirtz, President
Authorized Signature and Title

Form AA302
Rev. 11/11

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 B, 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	CITY	COUNTY	STATE	ZIP CODE
864 Hoff Road	O'Fallon	St. Charles	MO	63366

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)	CITY	STATE	ZIP CODE
Sunlight Peak, LLLP	O'Fallon	MO	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 AWARDING CONTRACT

CITY	COUNTY	STATE	ZIP CODE

Official Use Only	DATE RECEIVED	INAUG.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										
				********** MALE **********					********** FEMALE **********					
	COL. 1 TOTAL (Cols 2 &3)	COL. 2 MALE	COL. 3 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	0

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? ☐ 1. Visual Survey ☒ 2. Employment Record ☐ 3. Other (Specify)

13. DATES OF PAYROLL PERIOD USED From: 08/29/2021 To: 09/04/2021

14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES ☐ 2. NO ☒

15. IF NO, DATE LAST REPORT SUBMITTED: MO. 02 DAY 27 YEAR 2017

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO	DAY	YEAR
Angie Hirtz	Angie Hirtz	HR Manager	09	22	2021

17. ADDRESS NO. & STREET	CITY	COUNTY	STATE	ZIP CODE	PHONE (AREA CODE, NO.,EXTENSION)
864 Hoff Rd.	O'Fallon	St. Charles	MO	63366	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 it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	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)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☒ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Thomas Kalishman Home Address: 995 Green Lane, Wilson, WY 83014	Name: Robert Affholder Home Address: 1230 South Main Street, Unit D, St. Charles, MO 63301
Name: Jerome Shaw, Jr. Home Address: 26 Saybridge Manor Ct., Lake St. Louis, MO 63366	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 22 day of September 2021

(Notary Public) Barbara Marler

My Commission expires: 12/19/22

(Affiant)

Boyd Hintz, President

(Print name & title of affiant)

(Corporate Seal)

BARBARA MARLER
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Charles County
My Commission Expires: December 19, 2022
Commission Number: 14126252

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here: http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

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 N/A 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: Boyd Hirtz

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

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

ADDRESS:

864 HOFF RD
O'FALLON MO 63366-1922

EFFECTIVE DATE:

01/13/15

TRADE NAME:

SEQUENCE NUMBER:

1924928

ISSUANCE DATE:

01/13/15

James J. Fruscione

Director
New Jersey Division of Revenue

FORM-BRC
(04-08); D205846V

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: Boyd Hirtz 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.

Boyd Hirtz — 9/22/2021

Signature — Date

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 BOROUGHS INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR

CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT

LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR

CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT, OR
ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR
ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT, OR
AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR

BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT, OR
BANDON R.F.P.D., OR
BANKS FIRE DISTRICT, OR
BANKS FIRE DISTRICT #13, OR
BAR L RANCH ROAD DISTRICT, OR
BARLOW WATER IMPROVEMENT DISTRICT, OR
BASIN AMBULANCE SERVICE DISTRICT, OR
BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR
BATON ROUGE WATER COMPANY
BAY AREA HEALTH DISTRICT, OR
BAYSHORE SPECIAL ROAD DISTRICT, OR
BEAR VALLEY SPECIAL ROAD DISTRICT, OR
BEAVER CREEK WATER CONTROL DISTRICT, OR
BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR
BEAVER SLOUGH DRAINAGE DISTRICT, OR
BEAVER SPECIAL ROAD DISTRICT, OR
BEAVER WATER DISTRICT, OR
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR
BEND METRO PARK AND RECREATION DISTRICT
BENTON S.W.C.D., OR
BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR
BEVERLY BEACH WATER DISTRICT, OR
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BIG BEND IRRIGATION DISTRICT, OR
BIGGS SERVICE DISTRICT, OR
BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR
BLACK BUTTE RANCH R.F.P.D., OR
BLACK MOUNTAIN WATER DISTRICT, OR
BLODGETT-SUMMIT R.F.P.D., OR
BLUE MOUNTAIN HOSPITAL DISTRICT, OR
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
BLUE RIVER PARK & RECREATION DISTRICT, OR
BLUE RIVER WATER DISTRICT, OR
BLY R.F.P.D., OR
BLY VECTOR CONTROL DISTRICT, OR
BLY WATER AND SANITARY DISTRICT, OR
BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR
BOARDMAN PARK AND RECREATION DISTRICT
BOARDMAN R.F.P.D., OR
BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR
BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR
BONANZA R.F.P.D., OR
BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR
BORING WATER DISTRICT #24, OR
BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR
BRIDGE R.F.P.D., OR
BROOKS COMMUNITY SERVICE DISTRICT, OR
BROWNSVILLE R.F.P.D., OR
BUELL-RED PRAIRIE WATER DISTRICT, OR
BUNKER HILL R.F.P.D. #1, OR
BUNKER HILL SANITARY DISTRICT, OR
BURLINGTON WATER DISTRICT, OR
BURNT RIVER IRRIGATION DISTRICT, OR
BURNT RIVER S.W.C.D., OR
CALAPOOIA R.F.P.D., OR
CAMAS VALLEY R.F.P.D., OR
CAMELLIA PARK SANITARY DISTRICT, OR
CAMMANN ROAD DISTRICT, OR
CAMP SHERMAN ROAD DISTRICT, OR
CANBY AREA TRANSIT, OR
CANBY R.F.P.D. #62, OR
CANBY UTILITY BOARD, OR
CANNON BEACH R.F.P.D., OR
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
CAPE FERRELO R.F.P.D., OR
CAPE FOULWEATHER SANITARY DISTRICT, OR
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
CARMEL BEACH WATER DISTRICT, OR
CASCADE VIEW ESTATES TRACT 2, OR
CEDAR CREST SPECIAL ROAD DISTRICT, OR
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
CEDAR VALLEY - NORTH BANK R.F.P.D., OR
CENTRAL CASCADES FIRE AND EMS, OR
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL LINCOLN P.U.D., OR
CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT, OR
CHAPARRAL WATER CONTROL DISTRICT, OR
CHARLESTON FIRE DISTRICT, OR
CHARLESTON SANITARY DISTRICT, OR
CHARLOTTE ANN WATER DISTRICT, OR
CHEHALEM PARK & RECREATION DISTRICT, OR
CHEHALEM PARK AND RECREATION DISTRICT
CHEMULT R.F.P.D., OR
CHENOWITH WATER P.U.D., OR
CHERRIOTS, OR
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR
CHILOQUIN VECTOR CONTROL DISTRICT, OR
CHILOQUIN-AGENCY LAKE R.F.P.D., OR
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
CHR DISTRICT IMPROVEMENT COMPANY, OR
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR
CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR
CHRISTMAS VALLEY R.F.P.D., OR
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS COUNTY FIRE DISTRICT #1, OR
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR
CLACKAMAS RIVER WATER
CLACKAMAS RIVER WATER, OR
CLACKAMAS S.W.C.D., OR
CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR
CLATSKANIE LIBRARY DISTRICT, OR
CLATSKANIE P.U.D., OR
CLATSKANIE PARK & RECREATION DISTRICT, OR
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLATSKANIE R.F.P.D., OR
CLATSOP CARE CENTER HEALTH DISTRICT, OR
CLATSOP COUNTY S.W.C.D., OR
CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR
CLEAN WATER SERVICES
CLEAN WATER SERVICES, OR

CLOVERDALE R.F.P.D., OR
CLOVERDALE SANITARY DISTRICT, OR
CLOVERDALE WATER DISTRICT, OR
COALEDO DRAINAGE DISTRICT, OR
COBURG FIRE DISTRICT, OR
COLESTIN RURAL FIRE DISTRICT, OR
COLTON R.F.P.D., OR
COLTON WATER DISTRICT #11, OR
COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
COLUMBIA DRAINAGE VECTOR CONTROL, OR
COLUMBIA IMPROVEMENT DISTRICT, OR
COLUMBIA R.F.P.D., OR
COLUMBIA RIVER FIRE & RESCUE, OR
COLUMBIA RIVER PUD, OR
COLUMBIA S.W.C.D., OR
COLUMBIA S.W.C.D., OR
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS FOREST PROTECTIVE ASSOCIATION
COOS S.W.C.D., OR
COQUILLE R.F.P.D., OR
COQUILLE VALLEY HOSPITAL DISTRICT, OR
CORBETT WATER DISTRICT, OR
CORNELIUS R.F.P.D., OR
CORP RANCH ROAD WATER IMPROVEMENT, OR
CORVALLIS R.F.P.D., OR
COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR
COUNTRY CLUB WATER DISTRICT, OR
COUNTRY ESTATES ROAD DISTRICT, OR
COVE CEMETERY MAINTENANCE DISTRICT, OR
COVE ORCHARD SEWER SERVICE DISTRICT, OR
COVE R.F.P.D., OR
CRESCENT R.F.P.D., OR
CRESCENT SANITARY DISTRICT, OR
CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR
CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR
CROOK COUNTY CEMETERY DISTRICT, OR
CROOK COUNTY FIRE AND RESCUE, OR
CROOK COUNTY PARKS & RECREATION DISTRICT, OR
CROOK COUNTY S.W.C.D., OR
CROOK COUNTY VECTOR CONTROL DISTRICT, OR
CROOKED RIVER RANCH R.F.P.D., OR
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR
CRYSTAL SPRINGS WATER DISTRICT, OR
CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR
CURRY COUNTY S.W.C.D., OR
CURRY HEALTH DISTRICT, OR
CURRY PUBLIC LIBRARY DISTRICT, OR
DALLAS CEMETERY DISTRICT #4, OR
DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
DAYS CREEK R.F.P.D., OR
DAYTON FIRE DISTRICT, OR
DEAN MINARD WATER DISTRICT, OR
DEE IRRIGATION DISTRICT, OR
DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR
DEPOE BAY R.F.P.D., OR
DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
DESCHUTES COUNTY R.F.P.D. #2, OR
DESCHUTES PUBLIC LIBRARY DISTRICT, OR
DESCHUTES S.W.C.D., OR
DESCHUTES VALLEY WATER DISTRICT, OR
DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
DEXTER R.F.P.D., OR
DEXTER SANITARY DISTRICT, OR
DORA-SITKUM R.F.P.D., OR
DOUGLAS COUNTY FIRE DISTRICT #2, OR
DOUGLAS S.W.C.D., OR
DRAKES CROSSING R.F.P.D., OR
DRRH SPECIAL ROAD DISTRICT #6, OR
DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR
DUFUR RECREATION DISTRICT, OR
DUMBECK LANE DOMESTIC WATER SUPPLY, OR
DUNDEE R.F.P.D., OR
DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR
EAGLE POINT IRRIGATION DISTRICT, OR
EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR
EAGLE VALLEY R.F.P.D., OR
EAGLE VALLEY S.W.C.D., OR
EAST FORK IRRIGATION DISTRICT, OR
EAST MULTNOMAH S.W.C.D., OR
EAST SALEM SERVICE DISTRICT, OR
EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR
EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR
EAST UMATILLA COUNTY R.F.P.D., OR
EAST VALLEY WATER DISTRICT, OR
ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR
ELGIN HEALTH DISTRICT, OR
ELGIN R.F.P.D., OR
ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR
ELKTON R.F.P.D., OR
EMERALD P.U.D., OR
ENTERPRISE IRRIGATION DISTRICT, OR
ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
ESTACADA R.F.P.D. #69, OR
EUGENE R.F.P.D. # 1, OR
EUGENE WATER AND ELECTRIC BOARD
EVANS VALLEY FIRE DISTRICT #6, OR
FAIR OAKS R.F.P.D., OR
FAIRVIEW R.F.P.D., OR
FAIRVIEW WATER DISTRICT, OR
FALCON HEIGHTS WATER AND SEWER, OR
FALCON-COVE BEACH WATER DISTRICT, OR
FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
FARGO INTERCHANGE SERVICE DISTRICT, OR
FARMERS IRRIGATION DISTRICT, OR
FAT ELK DRAINAGE DISTRICT, OR

FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
FOR FAR ROAD DISTRICT, OR
FOREST GROVE R.F.P.D., OR
FOREST VIEW SPECIAL ROAD DISTRICT, OR
FORT ROCK-SILVER LAKE S.W.C.D., OR
FOUR RIVERS VECTOR CONTROL DISTRICT, OR
FOX CEMETERY MAINTENANCE DISTRICT, OR
GARDINER R.F.P.D., OR
GARDINER SANITARY DISTRICT, OR
GARIBALDI R.F.P.D., OR
GASTON R.F.P.D., OR
GATES R.F.P.D., OR
GEARHART R.F.P.D., OR
GILLIAM S.W.C.D., OR
GLENDALE AMBULANCE DISTRICT, OR
GLENDALE R.F.P.D., OR
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
GLENEDEN SANITARY DISTRICT, OR
GLENWOOD WATER DISTRICT, OR
GLIDE - IDLEYLD SANITARY DISTRICT, OR
GLIDE R.F.P.D., OR
GOLD BEACH - WEDDERBURN R.F.P.D., OR
GOLD HILL IRRIGATION DISTRICT, OR
GOLDFINCH ROAD DISTRICT, OR
GOSHEN R.F.P.D., OR
GOVERNMENT CAMP ROAD DISTRICT, OR
GOVERNMENT CAMP SANITARY DISTRICT, OR
GRAND PRAIRIE WATER CONTROL DISTRICT, OR
GRAND RONDE SANITARY DISTRICT, OR
GRANT COUNTY TRANSPORTATION DISTRICT, OR
GRANT S.W.C.D., OR
GRANTS PASS IRRIGATION DISTRICT, OR
GREATER BOWEN VALLEY R.F.P.D., OR
GREATER ST. HELENS PARK & RECREATION DISTRICT, OR
GREATER TOLEDO POOL RECREATION DISTRICT, OR
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
GREEN SANITARY DISTRICT, OR
GREENACRES R.F.P.D., OR
GREENBERRY IRRIGATION DISTRICT, OR
GREENSPRINGS RURAL FIRE DISTRICT, OR
HAHLEN ROAD SPECIAL DISTRICT, OR
HAINES CEMETERY MAINTENANCE DISTRICT, OR
HAINES FIRE PROTECTION DISTRICT, OR
HALSEY-SHEDD R.F.P.D., OR
HAMLET R.F.P.D., OR
HARBOR R.F.P.D., OR
HARBOR SANITARY DISTRICT, OR
HARBOR WATER P.U.D., OR
HARNEY COUNTY HEALTH DISTRICT, OR
HARNEY S.W.C.D., OR
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
HARRISBURG FIRE AND RESCUE, OR
HAUSER R.F.P.D., OR
HAZELDELL RURAL FIRE DISTRICT, OR
HEBO JOINT WATER-SANITARY AUTHORITY, OR
HECETA WATER P.U.D., OR
HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
HELIX PARK & RECREATION DISTRICT, OR
HELIX R.F.P.D. #7-411, OR
HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
HEPPNER R.F.P.D., OR
HEPPNER WATER CONTROL DISTRICT, OR
HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR
HERMISTON CEMETERY DISTRICT, OR
HERMISTON IRRIGATION DISTRICT, OR
HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR
HIGH DESERT PARK & RECREATION DISTRICT, OR
HIGHLAND SUBDIVISION WATER DISTRICT, OR
HONOLULU INTERNATIONAL AIRPORT
HOOD RIVER COUNTY LIBRARY DISTRICT, OR
HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR
HOOD RIVER S.W.C.D., OR
HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR
HOODLAND FIRE DISTRICT #74
HOODLAND FIRE DISTRICT #74, OR
HORSEFLY IRRIGATION DISTRICT, OR
HOSKINS-KINGS VALLEY R.F.P.D., OR
HOUSING AUTHORITY OF PORTLAND
HUBBARD R.F.P.D., OR
HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR
I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
ICE FOUNTAIN WATER DISTRICT, OR
IDAHO POINT SPECIAL ROAD DISTRICT, OR
IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR
ILLINOIS VALLEY FIRE DISTRICT
ILLINOIS VALLEY R.F.P.D., OR
ILLINOIS VALLEY S.W.C.D., OR
IMBLER R.F.P.D., OR
INTERLACHEN WATER P.U.D., OR
IONE LIBRARY DISTRICT, OR
IONE R.F.P.D. #6-604, OR
IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
IRONSIDE RURAL ROAD DISTRICT #5, OR
IRRIGON PARK & RECREATION DISTRICT, OR
IRRIGON R.F.P.D., OR
ISLAND CITY AREA SANITATION DISTRICT, OR
ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
JACKSON COUNTY FIRE DISTRICT #3, OR
JACKSON COUNTY FIRE DISTRICT #4, OR
JACKSON COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT, OR
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR
JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR
JEFFERSON COUNTY FIRE DISTRICT #1, OR
JEFFERSON COUNTY LIBRARY DISTRICT, OR
JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION DISTRICT, OR
JEFFERSON R.F.P.D., OR
JOB'S DRAINAGE DISTRICT, OR
JOHN DAY WATER DISTRICT, OR
JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
JORDAN VALLEY CEMETERY DISTRICT, OR
JORDAN VALLEY IRRIGATION DISTRICT, OR
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR

JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
JOSEPHINE COUNTY 911 AGENCY, OR
JUNCTION CITY R.F.P.D., OR
JUNCTION CITY WATER CONTROL DISTRICT, OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL DISTRICT, OR
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
JUNIPER FLAT R.F.P.D., OR
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
KEATING R.F.P.D., OR
KEATING S.W.C.D., OR
KEIZER R.F.P.D., OR
KELLOGG RURAL FIRE DISTRICT, OR
KENO IRRIGATION DISTRICT, OR
KENO PINES ROAD DISTRICT, OR
KENO R.F.P.D., OR
KENT WATER DISTRICT, OR
KERBY WATER DISTRICT, OR
K-GB-LB WATER DISTRICT, OR
KILCHIS WATER DISTRICT, OR
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
KLAMATH BASIN IMPROVEMENT DISTRICT, OR
KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
KLAMATH COUNTY FIRE DISTRICT #1, OR
KLAMATH COUNTY FIRE DISTRICT #3, OR
KLAMATH COUNTY FIRE DISTRICT #4, OR
KLAMATH COUNTY FIRE DISTRICT #5, OR
KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
KLAMATH DRAINAGE DISTRICT, OR
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
KLAMATH INTEROPERABILITY RADIO GROUP, OR
KLAMATH IRRIGATION DISTRICT, OR
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
KLAMATH S.W.C.D., OR
KLAMATH VECTOR CONTROL DISTRICT, OR
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
LA GRANDE R.F.P.D., OR
LA PINE PARK & RECREATION DISTRICT, OR
LA PINE R.F.P.D., OR
LABISH VILLAGE SEWAGE & DRAINAGE, OR
LACOMB IRRIGATION DISTRICT, OR
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LAIDLAW WATER DISTRICT, OR
LAKE CHINOOK FIRE & RESCUE, OR
LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
LAKE COUNTY LIBRARY DISTRICT, OR
LAKE CREEK R.F.P.D. - JACKSON, OR
LAKE CREEK R.F.P.D. - LANE COUNTY, OR
LAKE DISTRICT HOSPITAL, OR
LAKE GROVE R.F.P.D. NO. 57, OR
LAKE GROVE WATER DISTRICT, OR
LAKE LABISH WATER CONTROL DISTRICT, OR
LAKE POINT SPECIAL ROAD DISTRICT, OR
LAKESIDE R.F.P.D. #4, OR
LAKESIDE WATER DISTRICT, OR
LAKEVIEW R.F.P.D., OR
LAKEVIEW S.W.C.D., OR
LAMONTAI IMPROVEMENT DISTRICT, OR
LANE FIRE AUTHORITY, OR
LANE LIBRARY DISTRICT, OR
LANE TRANSIT DISTRICT, OR
LANGELL VALLEY IRRIGATION DISTRICT, OR
LANGLOIS PUBLIC LIBRARY, OR
LANGLOIS R.F.P.D., OR
LANGLOIS WATER DISTRICT, OR
LAZY RIVER SPECIAL ROAD DISTRICT, OR
LEBANON AQUATIC DISTRICT, OR
LEBANON R.F.P.D., OR
LEWIS & CLARK R.F.P.D., OR
LINCOLN COUNTY LIBRARY DISTRICT, OR
LINCOLN S.W.C.D., OR
LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR
LINN S.W.C.D., OR
LITTLE MUDDY CREEK WATER CONTROL, OR
LITTLE NESTUCCA DRAINAGE DISTRICT, OR
LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
LONE PINE IRRIGATION DISTRICT, OR
LONG PRAIRIE WATER DISTRICT, OR
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
LOOKINGGLASS RURAL FIRE DISTRICT, OR
LORANE R.F.P.D., OR
LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
LOWELL R.F.P.D., OR
LOWER MCKAY CREEK R.F.P.D., OR
LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
LOWER POWDER RIVER IRRIGATION DISTRICT, OR
LOWER SILETZ WATER DISTRICT, OR
LOWER UMPQUA HOSPITAL DISTRICT, OR
LOWER UMPQUA PARK & RECREATION DISTRICT, OR
LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
LUSTED WATER DISTRICT, OR
LYONS R.F.P.D., OR
LYONS-MEHAMA WATER DISTRICT, OR
MADRAS AQUATIC CENTER DISTRICT, OR
MAKAI SPECIAL ROAD DISTRICT, OR
MALHEUR COUNTY S.W.C.D., OR
MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR
MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
MALHEUR DRAINAGE DISTRICT, OR
MALHEUR MEMORIAL HEALTH DISTRICT, OR
MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR
MALIN COMMUNITY PARK & RECREATION DISTRICT, OR
MALIN IRRIGATION DISTRICT, OR
MALIN R.F.P.D., OR

MAPLETON FIRE DEPARTMENT, OR
MAPLETON WATER DISTRICT, OR
MARCOLA WATER DISTRICT, OR
MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR
MARION COUNTY FIRE DISTRICT #1, OR
MARION JACK IMPROVEMENT DISTRICT, OR
MARION S.W.C.D., OR
MARY'S RIVER ESTATES ROAD DISTRICT, OR
MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
MCKAY ACRES IMPROVEMENT DISTRICT, OR
MCKAY DAM R.F.P.D. # 7-410, OR
MCKENZIE FIRE & RESCUE, OR
MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR
MCMINNVILLE R.F.P.D., OR
MCNULTY WATER P.U.D., OR
MEADOWS DRAINAGE DISTRICT, OR
MEDFORD IRRIGATION DISTRICT, OR
MEDFORD R.F.P.D. #2, OR
MEDFORD WATER COMMISSION
MEDICAL SPRINGS R.F.P.D., OR
MELHEUR COUNTY JAIL, OR
MERLIN COMMUNITY PARK DISTRICT, OR
MERRILL CEMETERY MAINTENANCE DISTRICT, OR
MERRILL PARK DISTRICT, OR
MERRILL R.F.P.D., OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
MID-COLUMBIA FIRE AND RESCUE, OR
MIDDLE FORK IRRIGATION DISTRICT, OR
MIDLAND COMMUNITY PARK, OR
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
MILES CROSSING SANITARY SEWER DISTRICT, OR
MILL CITY R.F.P.D. #2-303, OR
MILL FOUR DRAINAGE DISTRICT, OR
MILLICOMA RIVER PARK & RECREATION DISTRICT, OR
MILLINGTON R.F.P.D. #5, OR
MILO VOLUNTEER FIRE DEPARTMENT, OR
MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR
MILTON-FREEWATER WATER CONTROL DISTRICT, OR
MIROCO SPECIAL ROAD DISTRICT, OR
MIST-BIRKENFELD R.F.P.D., OR
MODOC POINT IRRIGATION DISTRICT, OR
MODOC POINT SANITARY DISTRICT, OR
MOHAWK VALLEY R.F.P.D., OR
MOLALLA AQUATIC DISTRICT, OR
MOLALLA R.F.P.D. #73, OR
MONITOR R.F.P.D., OR
MONROE R.F.P.D., OR
MONUMENT CEMETERY MAINTENANCE DISTRICT, OR
MONUMENT S.W.C.D., OR
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
MORO R.F.P.D., OR
MORROW COUNTY HEALTH DISTRICT, OR
MORROW COUNTY UNIFIED RECREATION DISTRICT, OR
MORROW S.W.C.D., OR
MOSIER FIRE DISTRICT, OR
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
MT. ANGEL R.F.P.D., OR
MT. HOOD IRRIGATION DISTRICT, OR
MT. LAKI CEMETERY DISTRICT, OR
MT. VERNON R.F.P.D., OR
MULINO WATER DISTRICT #1, OR
MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
MULTNOMAH COUNTY R.F.P.D. #10, OR
MULTNOMAH COUNTY R.F.P.D. #14, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MYRTLE CREEK R.F.P.D., OR
NEAH-KAH-NIE WATER DISTRICT, OR
NEDONNA R.F.P.D., OR
NEHALEM BAY FIRE AND RESCUE, OR
NEHALEM BAY HEALTH DISTRICT, OR
NEHALEM BAY WASTEWATER AGENCY, OR
NESIKA BEACH-OPHIR WATER DISTRICT, OR
NESKOWIN REGIONAL SANITARY AUTHORITY, OR
NESKOWIN REGIONAL WATER DISTRICT, OR
NESTUCCA R.F.P.D., OR
NETARTS WATER DISTRICT, OR
NETARTS-OCEANSIDE R.F.P.D., OR
NETARTS-OCEANSIDE SANITARY DISTRICT, OR
NEW BRIDGE WATER SUPPLY DISTRICT, OR
NEW CARLTON FIRE DISTRICT, OR
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NEW PINE CREEK R.F.P.D., OR
NEWBERG R.F.P.D., OR
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
NEWPORT R.F.P.D., OR
NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
NORTH ALBANY R.F.P.D., OR
NORTH BAY R.F.P.D. #9, OR
NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR
NORTH COUNTY RECREATION DISTRICT, OR
NORTH DOUGLAS COUNTY FIRE & EMS, OR
NORTH DOUGLAS PARK & RECREATION DISTRICT, OR
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
NORTH GILLIAM COUNTY R.F.P.D., OR
NORTH LAKE HEALTH DISTRICT, OR
NORTH LEBANON WATER CONTROL DISTRICT, OR
NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
NORTH LINCOLN HEALTH DISTRICT, OR
NORTH MORROW VECTOR CONTROL DISTRICT, OR
NORTH SHERMAN COUNTY R.F.P.D, OR
NORTH UNIT IRRIGATION DISTRICT, OR
NORTHEAST OREGON HOUSING AUTHORITY, OR
NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR
NORTHERN WASCO COUNTY P.U.D., OR
NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR
NYE DITCH USERS DISTRICT IMPROVEMENT, OR
NYSSA ROAD ASSESSMENT DISTRICT #2, OR
NYSSA RURAL FIRE DISTRICT, OR
NYSSA-ARCADIA DRAINAGE DISTRICT, OR
OAK LODGE WATER SERVICES, OR
OAKLAND R.F.P.D., OR
OAKVILLE COMMUNITY CENTER, OR
OCEANSIDE WATER DISTRICT, OR
OCHOCO IRRIGATION DISTRICT, OR

OCHOCO WEST WATER AND SANITARY AUTHORITY, OR
ODELL SANITARY DISTRICT, OR
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
ONTARIO LIBRARY DISTRICT, OR
ONTARIO R.F.P.D., OR
OPHIR R.F.P.D., OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON INTERNATIONAL PORT OF COOS BAY, OR
OREGON LEGISLATIVE ADMINISTRATION
OREGON OUTBACK R.F.P.D., OR
OREGON POINT, OR
OREGON TRAIL LIBRARY DISTRICT, OR
OTTER ROCK WATER DISTRICT, OR
OWW UNIT #2 SANITARY DISTRICT, OR
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
OWYHEE IRRIGATION DISTRICT, OR
PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR
PACIFIC COMMUNITIES HEALTH DISTRICT, OR
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
PALATINE HILL WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
PANTHER CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT, OR
PARKDALE R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR
PENINSULA DRAINAGE DISTRICT #1, OR
PENINSULA DRAINAGE DISTRICT #2, OR
PHILOMATH FIRE AND RESCUE, OR
PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR
PILOT ROCK PARK & RECREATION DISTRICT, OR
PILOT ROCK R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
PINE GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR
PINE GROVE WATER DISTRICT-MAUPIN, OR
PINE VALLEY CEMETERY DISTRICT, OR
PINE VALLEY R.F.P.D., OR
PINEWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR
PIONEER DISTRICT IMPROVEMENT COMPANY, OR
PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR
PISTOL RIVER FIRE DISTRICT, OR
PLEASANT HILL R.F.P.D., OR
PLEASANT HOME WATER DISTRICT, OR
POCAHONTAS MINING AND IRRIGATION DISTRICT, OR
POE VALLEY IMPROVEMENT DISTRICT, OR
POE VALLEY PARK & RECREATION DISTRICT, OR
POE VALLEY VECTOR CONTROL DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR
POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT DISTRICT, OR
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR
PORT OF ALSEA, OR
PORT OF ARLINGTON, OR
PORT OF ASTORIA, OR
PORT OF BANDON, OR
PORT OF BRANDON, OR
PORT OF BROOKINGS HARBOR, OR
PORT OF CASCADE LOCKS, OR
PORT OF COQUILLE RIVER, OR
PORT OF GARIBALDI, OR
PORT OF GOLD BEACH, OR
PORT OF HOOD RIVER, OR
PORT OF MORGAN CITY, LA
PORT OF MORROW, OR
PORT OF NEHALEM, OR
PORT OF NEWPORT, OR
PORT OF PORT ORFORD, OR
PORT OF PORTLAND, OR
PORT OF SIUSLAW, OR
PORT OF ST. HELENS, OR
PORT OF THE DALLES, OR
PORT OF TILLAMOOK BAY, OR
PORT OF TOLEDO, OR
PORT OF UMATILLA, OR
PORT OF UMPQUA, OR
PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
PORT ORFORD R.F.P.D., OR
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
POWDER R.F.P.D., OR
POWDER RIVER R.F.P.D., OR
POWDER VALLEY WATER CONTROL DISTRICT, OR
POWERS HEALTH DISTRICT, OR
PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR
PROSPECT R.F.P.D., OR
QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR
RAINBOW WATER DISTRICT, OR
RAINIER CEMETERY DISTRICT, OR
RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
RALEIGH WATER DISTRICT, OR
REDMOND AREA PARK & RECREATION DISTRICT, OR
REDMOND FIRE AND RESCUE, OR
RIDDLE FIRE PROTECTION DISTRICT, OR
RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, OR
RIDGEWOOD ROAD DISTRICT, OR
RIETH SANITARY DISTRICT, OR
RIETH WATER DISTRICT, OR
RIMROCK WEST IMPROVEMENT DISTRICT, OR
RINK CREEK WATER DISTRICT, OR
RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
RIVER MEADOWS IMPROVEMENT DISTRICT, OR
RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
RIVER ROAD PARK & RECREATION DISTRICT, OR
RIVER ROAD WATER DISTRICT, OR
RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR
RIVERDALE R.F.P.D. 11-JT, OR
RIVERGROVE WATER DISTRICT, OR
RIVERSIDE MISSION WATER CONTROL DISTRICT, OR
RIVERSIDE R.F.P.D. #7-406, OR

RIVERSIDE WATER DISTRICT, OR
ROBERTS CREEK WATER DISTRICT, OR
ROCK CREEK DISTRICT IMPROVEMENT, OR
ROCK CREEK WATER DISTRICT, OR
ROCKWOOD WATER P.U.D., OR
ROCKY POINT FIRE & EMS, OR
ROGUE RIVER R.F.P.D., OR
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
ROGUE VALLEY SEWER SERVICES, OR
ROGUE VALLEY SEWER, OR
ROGUE VALLEY TRANSPORTATION DISTRICT, OR
ROSEBURG URBAN SANITARY AUTHORITY, OR
ROSEWOOD ESTATES ROAD DISTRICT, OR
ROW RIVER VALLEY WATER DISTRICT, OR
RURAL ROAD ASSESSMENT DISTRICT #3, OR
RURAL ROAD ASSESSMENT DISTRICT #4, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM AREA MASS TRANSIT DISTRICT, OR
SALEM MASS TRANSIT DISTRICT
SALEM SUBURBAN R.F.P.D., OR
SALISHAN SANITARY DISTRICT, OR
SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR
SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR
SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
SANDY DRAINAGE IMPROVEMENT COMPANY, OR
SANDY R.F.P.D. #72, OR
SANTA CLARA R.F.P.D., OR
SANTA CLARA WATER DISTRICT, OR
SANTIAM WATER CONTROL DISTRICT, OR
SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
SCAPPOOSE R.F.P.D., OR
SCIO R.F.P.D., OR
SCOTTSBURG R.F.P.D., OR
SEAL ROCK R.F.P.D., OR
SEAL ROCK WATER DISTRICT, OR
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SHANGRI-LA WATER DISTRICT, OR
SHASTA VIEW IRRIGATION DISTRICT, OR
SHELLEY ROAD CREST ACRES WATER DISTRICT, OR
SHERIDAN FIRE DISTRICT, OR
SHERMAN COUNTY HEALTH DISTRICT, OR
SHERMAN COUNTY S.W.C.D., OR
SHORELINE SANITARY DISTRICT, OR
SILETZ KEYS SANITARY DISTRICT, OR
SILETZ R.F.P.D., OR
SILVER FALLS LIBRARY DISTRICT, OR
SILVER LAKE IRRIGATION DISTRICT, OR
SILVER LAKE R.F.P.D., OR
SILVER SANDS SPECIAL ROAD DISTRICT, OR
SILVERTON R.F.P.D. NO. 2, OR
SISTERS PARKS & RECREATION DISTRICT, OR
SISTERS-CAMP SHERMAN R.F.P.D., OR
SIUSLAW PUBLIC LIBRARY DISTRICT, OR
SIUSLAW S.W.C.D., OR
SIUSLAW VALLEY FIRE AND RESCUE, OR
SIXES R.F.P.D., OR
SKIPANON WATER CONTROL DISTRICT, OR
SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR
SLEEPY HOLLOW WATER DISTRICT, OR
SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR
SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR
SOUTH COUNTY HEALTH DISTRICT, OR
SOUTH FORK WATER BOARD, OR
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
SOUTH LAFOURCHE LEVEE DISTRICT, LA
SOUTH LANE COUNTY FIRE & RESCUE, OR
SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR
SOUTH SHERMAN FIRE DISTRICT, OR
SOUTH SUBURBAN SANITARY DISTRICT, OR
SOUTH WASCO PARK & RECREATION DISTRICT, OR
SOUTHERN COOS HEALTH DISTRICT, OR
SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR
SOUTHVIEW IMPROVEMENT DISTRICT, OR
SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR
SOUTHWESTERN POLK COUNTY R.F.P.D., OR
SOUTHWOOD PARK WATER DISTRICT, OR
SPECIAL ROAD DISTRICT #1, OR
SPECIAL ROAD DISTRICT #8, OR
SPRING RIVER SPECIAL ROAD DISTRICT, OR
SPRINGFIELD UTILITY BOARD, OR
ST. PAUL R.F.P.D., OR
STANFIELD CEMETERY DISTRICT #6, OR
STANFIELD IRRIGATION DISTRICT, OR
STARR CREEK ROAD DISTRICT, OR
STARWOOD SANITARY DISTRICT, OR
STAYTON FIRE DISTRICT, OR
SUBLIMITY FIRE DISTRICT, OR
SUBURBAN EAST SALEM WATER DISTRICT, OR
SUBURBAN LIGHTING DISTRICT, OR
SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR
SUMMER LAKE IRRIGATION DISTRICT, OR
SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR
SUMNER R.F.P.D., OR
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
SUNDOWN SANITATION DISTRICT, OR
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
SUNNYSIDE IRRIGATION DISTRICT, OR
SUNRISE WATER AUTHORITY, OR
SUNRIVER SERVICE DISTRICT, OR
SUNSET EMPIRE PARK & RECREATION DISTRICT, OR
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
SURFLAND ROAD DISTRICT, OR
SUTHERLIN VALLEY RECREATION DISTRICT, OR
SUTHERLIN WATER CONTROL DISTRICT, OR
SWALLEY IRRIGATION DISTRICT, OR
SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR
SWEET HOME FIRE & AMBULANCE DISTRICT, OR
SWISSHOME-DEADWOOD R.F.P.D., OR

TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR
TALENT IRRIGATION DISTRICT, OR
TANGENT R.F.P.D., OR
TENMILE R.F.P.D., OR
TERREBONNE DOMESTIC WATER DISTRICT, OR
THE DALLES IRRIGATION DISTRICT, OR
THOMAS CREEK-WESTSIDE R.F.P.D., OR
THREE RIVERS RANCH ROAD DISTRICT, OR
THREE SISTERS IRRIGATION DISTRICT, OR
TIGARD TUALATIN AQUATIC DISTRICT, OR
TIGARD WATER DISTRICT, OR
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR
TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR
TILLAMOOK COUNTY S.W.C.D., OR
TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR
TILLAMOOK FIRE DISTRICT, OR
TILLAMOOK P.U.D., OR
TILLER R.F.P.D., OR
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR
TOLEDO R.F.P.D., OR
TONE WATER DISTRICT, OR
TOOLEY WATER DISTRICT, OR
TRASK DRAINAGE DISTRICT, OR
TRI CITY R.F.P.D. #4, OR
TRI-CITY WATER & SANITARY AUTHORITY, OR
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TRIMET, OR
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN HILLS PARK & RECREATION DISTRICT, OR
TUALATIN S.W.C.D., OR
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY FIRE & RESCUE, OR
TUALATIN VALLEY IRRIGATION DISTRICT, OR
TUALATIN VALLEY WATER DISTRICT
TUALATIN VALLEY WATER DISTRICT, OR
TUMALO IRRIGATION DISTRICT, OR
TURNER FIRE DISTRICT, OR
TWIN ROCKS SANITARY DISTRICT, OR
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
TWO RIVERS S.W.C.D., OR
TWO RIVERS SPECIAL ROAD DISTRICT, OR
TYGH VALLEY R.F.P.D., OR
TYGH VALLEY WATER DISTRICT, OR
UMATILLA COUNTY FIRE DISTRICT #1, OR
UMATILLA COUNTY S.W.C.D., OR
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR
UMATILLA HOSPITAL DISTRICT, OR
UMATILLA R.F.P.D. #7-405, OR
UMATILLA-MORROW RADIO AND DATA DISTRICT, OR
UMPQUA S.W.C.D., OR
UNION CEMETERY MAINTENANCE DISTRICT, OR
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR
UNION COUNTY VECTOR CONTROL DISTRICT, OR
UNION GAP SANITARY DISTRICT, OR
UNION GAP WATER DISTRICT, OR
UNION HEALTH DISTRICT, OR
UNION R.F.P.D., OR
UNION S.W.C.D., OR
UNITY COMMUNITY PARK & RECREATION DISTRICT, OR
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
UPPER MCKENZIE R.F.P.D., OR
UPPER WILLAMETTE S.W.C.D., OR
VALE OREGON IRRIGATION DISTRICT, OR
VALE RURAL FIRE PROTECTION DISTRICT, OR
VALLEY ACRES SPECIAL ROAD DISTRICT, OR
VALLEY VIEW CEMETERY MAINTENANCE DISTRICT, OR
VALLEY VIEW WATER DISTRICT, OR
VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
VERNONIA R.F.P.D., OR
VINEYARD MOUNTAIN PARK & RECREATION DISTRICT, OR
VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, OR
WALLA WALLA RIVER IRRIGATION DISTRICT, OR
WALLOWA COUNTY HEALTH CARE DISTRICT, OR
WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
WALLOWA LAKE IRRIGATION DISTRICT, OR
WALLOWA LAKE R.F.P.D., OR
WALLOWA S.W.C.D., OR
WALLOWA VALLEY IMPROVEMENT DISTRICT #1, OR
WAMIC R.F.P.D., OR
WAMIC WATER & SANITARY AUTHORITY, OR
WARMSPRINGS IRRIGATION DISTRICT, OR
WASCO COUNTY S.W.C.D., OR
WATER ENVIRONMENT SERVICES, OR
WATER WONDERLAND IMPROVEMENT DISTRICT, OR
WATERBURY & ALLEN DITCH IMPROVEMENT DISTRICT, OR
WATSECO-BARVIEW WATER DISTRICT, OR
WAUNA WATER DISTRICT, OR
WEDDERBURN SANITARY DISTRICT, OR
WEST EAGLE VALLEY WATER CONTROL DISTRICT, OR
WEST EXTENSION IRRIGATION DISTRICT, OR
WEST LABISH DRAINAGE & WATER CONTROL IMPROVEMENT DISTRICT, OR
WEST MULTNOMAH S.W.C.D., OR
WEST SIDE R.F.P.D., OR
WEST SLOPE WATER DISTRICT, OR
WEST UMATILLA MOSQUITO CONTROL DISTRICT, OR
WEST VALLEY FIRE DISTRICT, OR
WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
WESTERN LANE AMBULANCE DISTRICT, OR
WESTLAND IRRIGATION DISTRICT, OR
WESTON ATHENA MEMORIAL HALL PARK & RECREATION DISTRICT, OR
WESTON CEMETERY DISTRICT #2, OR
WESTPORT FIRE AND RESCUE, OR
WESTRIDGE WATER SUPPLY CORPORATION, OR
WESTWOOD HILLS ROAD DISTRICT, OR
WESTWOOD VILLAGE ROAD DISTRICT, OR
WHEELER S.W.C.D., OR
WHITE RIVER HEALTH DISTRICT, OR
WIARD MEMORIAL PARK DISTRICT, OR
WICKIUP WATER DISTRICT, OR
WILLAKENZIE R.F.P.D., OR
WILLAMALANE PARK & RECREATION DISTRICT, OR
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY

WILLAMETTE RIVER WATER COALITION, OR
WILLIAMS R.F.P.D., OR
WILLOW CREEK PARK DISTRICT, OR
WILLOW DALE WATER DISTRICT, OR
WILSON RIVER WATER DISTRICT, OR
WINCHESTER BAY R.F.P.D., OR
WINCHESTER BAY SANITARY DISTRICT, OR
WINCHUCK R.F.P.D., OR
WINSTON-DILLARD R.F.P.D., OR
WINSTON-DILLARD WATER DISTRICT, OR
WOLF CREEK R.F.P.D., OR
WOOD RIVER DISTRICT IMPROVEMENT COMPANY, OR
WOODBURN R.F.P.D. NO. 6, OR
WOODLAND PARK SPECIAL ROAD DISTRICT, OR
WOODS ROAD DISTRICT, OR
WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR
WY'EAST FIRE DISTRICT, OR
YACHATS R.F.P.D., OR
YAMHILL COUNTY TRANSIT AREA, OR
YAMHILL FIRE PROTECTION DISTRICT, OR
YAMHILL SWCD, OR
YONCALLA PARK & RECREATION DISTRICT, OR
YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR
ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
SALEM-KEIZER PUBLIC SCHOOLS 24J
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT

YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT
ENTHEOS ACADEMY, UT
EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT
KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT
NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT
UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT
UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT
WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT
WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

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 prom¬inent 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 oper¬ations. 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 reason's 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 Kuhnmuench 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, rlunve@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 Portable 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.

wastewater + stormwater

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,

Richard L. Unverferth, P.E.
Director of Engineering

UNIFIED GOVERNMENT • Wyandotte County • Kansas City, Kansas •

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

(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:

		% Complete	**Date Completed**
☐ **Active**	☑ **Complete**	100 %	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

Orignal 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 (VG) S M U N
b) Ability to meet quality standards specified for technical performance	E (VG) S M U N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E (VG) S M U N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E (VG) S M U N
2. SCHEDULE/TIMELINESS OF PERFORMANCE:	
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. *(If liquidated damages were assessed or the schedule was not met, please address below)*	(E) VG S M U N
b) Rate the Contractor's use of available resources to accomplish tasks identified in the contract	(E) VG S M U N
3. CUSTOMER SATISFACTION:	
a) To what extent were the end users satisfied with the project?	(E) 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)	(E) VG S M U N
c) To what extent was the Contractor cooperative, businesslike, and concerned with the interests of the customer?	(E) VG S M U N
d) Overall customer satisfaction	(E) 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?	(E) VG S M U N
b) Ability to hire, apply, and retain a qualified workforce to this effort	E (VG) S M U N
c) Government Property Control	E VG S M U (N)
d) Knowledge/expertise demonstrated by Contractor personnel	(E) VG S M U N
e) Utilization of Small Business concerns	E VG S M U (N)
f) Ability to simultaneously manage multiple projects with multiple disciplines	E VG S M U (N)
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes	E (VG) S M U N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E (VG) 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? *If no, please explain in Remarks section.*	(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? *Indicate if show cause or cure notices were issued, or any default action in comment section below.*	Yes (No)
f) Have there been any indications that the Contractor has had any financial problems? *If yes, please explain below.*	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 *(explain if specific issues)*	(E) VG S M U N
c) Would you hire or work with this firm again? *(If no, please explain below)*	(Yes) No
d) In summary, provide an overall rating for the work performed by this Contractor.	E (VG) S M U N

Please provide responses to the questions above (*if applicable*) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk:

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)

UNIFIED GOVERNMENT • Wyandotte County • Kansas City, Kansas •

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

citizens energy group
UNDERGROUND ENGINEERING & CONSTRUCTION
2150 Dr. Martin Luther King Jr. St. | Indianapolis, IN | 46202

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,

Tim Shutters, Supervisor of Construction , Special Projects Group

JOHNSON COUNTY
KANSAS
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 is 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

(913) 715-8600 phone
(913) 715-8601 fax
4800 Nall
Mission, Kansas 66202

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: $1,174004.96 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@sakcon.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 involces cleaningk, 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%

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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: Ruben Contreras PTL	Telephone Number: 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: Pat Hernando, Subcontract Administrator	Telephone Number: 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: Rebecca G. Beard, Manager of Subcontracts	Telephone Number: 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' mustbe 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 preventitive actions are acceptable.
      i. If yes, the UM signs the SPAR and returns the form to the SA.
      ii. If the corrective and preventitive 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 preventitive 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 SharePont to the subcontract file and to Supplier Performance Assessment in the Qualifications folder.

ASUS Proprietary and Confidential

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)	20
	B.	Quality of Work	(Max. 20 Points)	20
	C.	Ability to Perform	(Max. 20 Points)	20
	D.	Timeliness	(Max. 20 Points)	20
II.	**Equipment** Effectiveness of Operation		(Max. 10 Points)	10
III.	**General Performance** (Includes Subcontractors)		(Max. 10 Points)	10
			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 addditional 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,

Eric Seaman, P.E.
Wastewater Division Director

IRVING
TEXAS

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

FAMILY-OWNED AND SERVING THE COMMUNITY SINCE 1952

WIDMAN CONSTRUCTION, INC.

"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.

CAPITAL IMPROVEMENT & INFRASTRUCTURE DIVISION • PUBLIC WORKS DEPARTMENT
CONSTRUCTION TRAILER • 5392 LB MCLEOD ROAD • ORLANDO FL 32811
OFFICE (407) 246-4087 •FAX (407) 246-2088 • http://www.cityoforlando.net

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

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

M E M O R A N D U M

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

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,

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

SAK™
Pipeline Infrastructure. Solved.™

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 Calcuated using this formula: # Cases X 200,000 / Man Hours Worked

SAFETY AND ACCIDENT PREVENTION PLAN

Jerry Shaw
President

SAK™
Pipeline Infrastructure. Solved.™

SAFETY AND ACCIDENT PREVENTION PLAN
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Fall Protection Plan

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Trench & Excavation Program

Appendixes

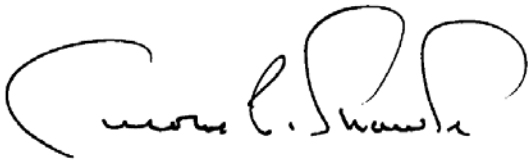
1. Safety Enforcement Procedures
2. Safety Recognition Program
3. Code of Safe Practices
4. Cell Phone Policy
5. Drug Free Workplace and Substance Abuse Policy
6. DOT Substance Abuse and Alcohol Misuse
7. Tunnel Evacuation Procedures
8. Accident Reporting Procedures
9. Backing Techniques
10. Hazardous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



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

Appendix C, Doc #1

ACKNOWLEDGMENT AND ACCEPTANCE OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

☒ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confident and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

9/22/2021
Date

, Boyd Hirtz, President
Authorized Signature & Title

Appendix C, Doc #2

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

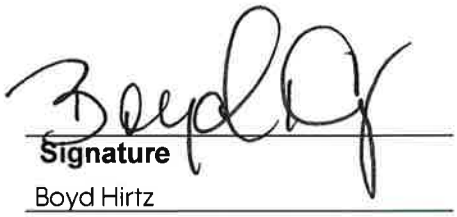
Company SAK Construction, LLC

Address 864 Hoff Road
O'Fallon, MO 63366

Phone 636.385.1000

Fax 636.385.1100

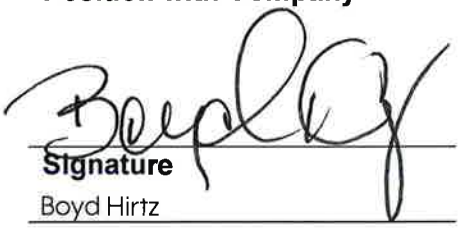
Contact


Signature

Boyd Hirtz
Printed Name

President
Position with Company

Official Authorizing Proposal


Signature

Boyd Hirtz
Printed Name

President
Position with Company

Appendix C, DOC # 3

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Staring on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:
https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2021-804412

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. (street), Wentzville (city), MO (state), 63385 (zip code), USA (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 (month), 2021 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Appendix C, DOC # 4

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, 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

Appendix C, DOC # 5

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: _____

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REGION 4
EDUCATION SERVICE CENTER

September 8, 2025

Mr. Boyd Hirtz
bhirtz@sakcon.com
President
SAK Construction, LLC
864 Hoff Road
O'Fallon, MO 63366

Re: Renewal Award of Contract #R220402

Dear Mr. Hirtz:

Per official action taken by the Board of Directors of Region 4 Education Service Center on August 26, 2025, Region 4 ESC is pleased to announce that SAK Construction, LLC has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on October 5, 2021, and subsequent performance thereafter:

Contract

Trenchless Technology Rehabilitation and Related Products and Services

The contract will expire on February 28, 2027, completing the fifth year of a five-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Fred Flores, at (713) 554-0494 or fred.flores@omniapartners.com.

The partnership between SAK Construction, LLC, Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

Signed by:
Adam Tabor
A5A9F62707BB46B...
Adam Tabor, MBA, RTSBA
Director, Procurement

DS

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Trenchless Technology Rehabilitation and Related Products and Services Contract (OMNIA Partners Cooperative Purchase)

THIS CONTRACT for Trenchless Rehabilitation and Related Products and Services ("Contract") is entered on _____, 2026, by and between the **Village of Palm Springs**, a Florida municipal corporation ("Village") and **SAK Construction, LLC**, a limited liability company authorized to do business in the State of Florida ("Contractor") with its principal office located at 864 Hoff Road, O'Fallon MO 63366.

WHEREAS, the Village's Utility Department is in need of trenchless technology rehabilitation and related products and services; and

WHEREAS, OMNIA Partners, a public sector cooperative purchasing entity, in partnership with Region 4 ESC, as the principal procurement agency, issued a competitive solicitation for trenchless technology rehabilitation and related products and services; and

WHEREAS, on March 1, 2022, OMNIA Partners awarded a cooperative agreement to the Contractor for the provision of trenchless technology rehabilitation and related products and services based on unit pricing (Contract No. R220402) ("OMNIA Agreement"); and

WHEREAS, the OMNIA Agreement is valid through February 28, 2027; and

WHEREAS, the Village desires to utilize the OMNIA Agreement and issue work authorization(s) to the Contractor on an as-needed basis to provide the trenchless technology rehabilitation and related products and services to the Village's Utility Department; and

WHEREAS, the Village finds entering this Contract with the Contractor as described herein is in compliance with the Village's Purchasing Code and serves a valid public purpose.

NOW THEREFORE, the Village hereby engages the services of the Contractor, and in consideration of the mutual promises herein contained, the sufficient of which is hereby acknowledged by both parties, the parties agree as follows:

Article 1. GENERAL INFORMATION.

1.1 **Scope of Services/Work**. The Contractor shall provide the services and work requested by the Village and required under a Village approved work authorization as described herein. The general nature of the services and work to be provided by the Contractor under this Contract are trenchless technology rehabilitation and related products and services based on unit pricing from the OMNIA.

1.2 **Contract Documents**. The Contract Documents are incorporated herein by reference as if set forth in this Contract and comprise the entire agreement between the Village and Contractor. The Contract Documents consist of this Contract (inclusive of all exhibits attached hereto), the OMNIA Agreement (including, but not limited to, the documents issued with the solicitation, addendum, attachments, exhibits and Contractor's Response, renewals and amendments thereto); and, any duly executed and issued work authorizations, change orders, and Contract amendments relating thereto (inclusive of all exhibits attached thereto). If, during the performance of the work, the Contractor finds an ambiguity, error or discrepancy in the Contract Documents, the Contractor shall so notify the Village, in writing, within five (5) business days and before proceeding shall obtain a written interpretation or clarification. Failure to obtain a written interpretation or clarification will be deemed a waiver of the ambiguity, error or discrepancy by the Contractor. The Village will not be responsible for any oral instructions, clarifications, or other communications except those provided in writing in response to Contractor's request for clarification of an ambiguity, discrepancy or error.

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In resolving conflicts in any of the Contract Documents, the authorization of precedence shall be as follows:

First Priority:	Fully executed change orders or Contract amendments
Second Priority:	This Contract (inclusive of all exhibits)
Third Priority:	Fully executed Work Authorizations (inclusive of all exhibits thereto)
Fourth Priority:	OMNIA Agreement

1.3 **Contract Administrator**. Whenever the term Contract Administrator is used herein, it is intended to mean **the Utility Director or designee**. In the administration of this Contract, all parties may rely upon instructions or determinations made by the Contract Administrator except that all requests and/or determinations that result in an increase in change in time of completion and/or an increase in the contract price shall require a formal change order or Contract amendment executed by the Village Manager or the Village Council depending on the authority set forth in the Village's Procurement Code.

1.4 **Work Authorizations**. This Contract does not guarantee that the Village will utilize the Contractor in any capacity or for any services hereunder. When the Village identifies a need for the Contractor's services, the Village will request a proposal from the Contractor to provide the services requested. The Village will provide the Contractor with plans and/or specifications in authorization for the Contractor to develop its proposal (as applicable). The Contractor's proposal shall be submitted in the format of the sample work authorization, attached hereto and incorporated herein as **Exhibit "A"** along with a copy of the Contractor's proposal and shall be based on the rates set forth in the OMNIA Agreement. Upon receipt of the Contractor's proposed work authorization and proposal, the Village shall decide in its sole discretion whether to award the work authorization to the Contractor. Depending on the lump sum amount of each work authorization, the work authorization may be awarded by the Village Manager (if within Village Manager's purchasing authority (currently not to exceed $50,000)) or the Village Council. If the work authorization is approved by the Village, the Contractor shall commence the identified services upon the Village's approval of the work authorization for the services and issuance of a notice to proceed. The Village reserves the right to reject any and all proposals submitted by the Contractor. A Village-approved work authorization shall include (by reference) the plans and/or specifications provided by the Village to the Contractor.

1.5 **Term**. The term of this Contract shall be consistent with the term of the OMNIA Agreement (February 28, 2027). If the Village issues a work authorization during the Term, the work under the work authorization may exceed the term of the Contract; however, the Contract will remain in effect until all work is competed under the Village issued work authorization(s).

Article 2. CONTRACT TIME.

2.1 All services and work to be provided under a Village-approved work authorization shall be provided in a timely manner as time is of the essence under this Contract.

Article 3. PAYMENT PROCEDURES

3.1 Generally. The Contractor shall submit invoices on a monthly basis detailing all services completed and in place in the prior month. The Contractor's invoices shall be submitted to:

AP.Util@vpsfl.org

Village of Palm Springs Utilities Department
226 Cypress Ln. Palm Springs, FL 33461

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3.2 The Village's Contract Administrator will review each invoice submitted by the Contractor. If approved by the Village's Contract Administrator and the Financial Services Department, the Village will make payment in accordance with this Agreement. If not approved, the Village will notify the Contractor within twenty (20) business days of the Village's receipt and identify the action necessary to correct the invoice or a deficiency.

3.4 Payment to the Contractor shall be made pursuant Florida's Local Government Prompt Payment Act (for construction services), section 218.735, Florida Statutes. The Village reserves the right in each issued work authorization to retain five percent (5%) of each payment to the Contractor as retainage until fifty percent (50%) of the services are completed by the Contractor. After fifty percent (50%) of the services being completed, upon written request from the Contractor, the Village's Contract Administrator may agree in writing with the Contractor to release a portion of the retainage not to exceed fifty percent (50%) of the total retainage amount. Within twenty (20) business days of the finalization of the punch-list described below and upon receipt of a payment request from the Contractor, the Village will pay the Contractor all retainage held less an amount equal to 150% of the estimated cost to complete the items on the punch-list. Upon completion of all items on the finalized punch-list, the Contractor may submit a request for release of all retainage.

3.5 In accordance with section 218.735(7), Florida Statutes (2023), as soon as possible, but no later than ten (10) business days prior to reaching substantial completion, the Contractor shall create a proposed punch-list of items that must be completed by the Contractor prior to the Contractor submitting its final payment request. The Contractor's proposed punch-list must include all items of services which remain to be completed and the estimated cost to complete each item on the list. Upon receipt of the Contractor's proposed punch-list, the Village will have five (5) business days to review, make modifications, or agree to the proposed punch-list and estimated cost. If the Village does not make any modifications to the Contractor's proposed punch-list within five (5) business days of receipt, the proposed punch-list will be deemed accepted by the Village. The Village's Contract Administrator or designee will resolve any disputes in the punch-list and determine the final punch-list for the parties no later than five (5) days after the Village's review and deliver the same to the Contractor. Once the punch-list is finalized and delivered to the Contractor, the Contractor shall have thirty (30) days to complete all items on the punch-list or until the time set for final completion of the services (if the final completion date provides for more time). The failure of either party to include any corrective services or pending items on the finalized punch-list does not alter the responsibility of the Contractor to complete all services. The Contractor's proposed punch-list and modifications by the Village may be by informal written notice (e.g., email, fax, or hand-delivery); however, proof of delivery shall be kept by the party providing the informal written notice to the other party.

3.6 Final Payment. Upon final completion and acceptance of the services in accordance with issued work authorization (including all punch-list items) and final inspection by all appropriate agency with jurisdiction over the project (if other than the Village), the Contractor shall submit a "final invoice" to the Village. In authorization for both parties to close their books and records, the Contractor will clearly state "FINAL" on the Contractor's final invoice. This certifies that all services under the applicable Work Authorization or Purchase Authorization have been properly completed and all charges have been invoiced to the Village. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor. If the Contractor's Final Invoice is approved as set forth above, the Village shall pay the remainder of the Work Authorization price including any amount held as retainage (if applicable).

3.7 Notwithstanding the foregoing, the Village shall not be required to pay or release any amount of retainage that is subject of a good faith dispute made in writing, the subject of a claim brought pursuant to section 255.05, Florida Statutes, or otherwise the subject of a written claim or demand by the Village.

3.8 Final payment shall not become due until the Contractor and all of its subcontractors submit to the Village releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as

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receipts, claims, security interests or encumbrances arising out of the applicable Work Authorization, Purchase Authorization, or is Agreement.

3.9 **Acceptance of final payment by the Contractor or a subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.**

Article 4. SUBCONTRACTS

The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Village. All of the services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The Contractor shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. The Contractor shall comply with all applicable laws in the provision of services under this Contract. The Contractor agrees that it is fully responsible to the Village for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the Contractor. Nothing contained herein shall create any contractual relationship between any subcontractor and the Village. All of the Contractor's personnel (and all subcontractors) while on Village premises, will comply with all Village requirements governing conduct, safety, and security. The Village reserves the right to request replacement of any of subcontractor or subcontractor's personnel furnished by the Contractor upon written notice by Village to Contractor of the cause for such replacement. All work performed by a subcontractor will be at cost to the Village without any mark-up by the Contractor. All subcontractors must provide the same level and type of insurance as required of the Contractor under this Contract prior to commencing any services. The Contractor shall submit the subcontractors' proof of insurance upon receipt of a notice to proceed.

Article 5. INDEMNITY AND INSURANCE.

The Contractor agrees to assume liability for and indemnify and hold harmless 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. Notwithstanding the foregoing, the Contractor shall not be responsible for damages arising from or related to the negligence of the Village, its employees, its consultants, representatives or agents.

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 Statues. 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.

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INSURANCE: Prior to commencing any work, the Contractor shall provide proof of insurance coverage as required in the OMNIA Agreement. All such insurance policies may not be modified or terminated without the express written authorization of the Village. Failure to comply with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the Village and the Contractor. All such insurance policies may not be modified or terminated without the express written authorization of the Village.

The commercial general liability and automobile policies will name the Village as an additional insured on primary, non-contributory basis and proof of all insurance coverage shall be furnished to the Village by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this section and the OMNIA Agreement.

The Contractor hereby waives any and all rights to subrogation against the Village, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the Contract Documents and/or performance of the work. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

Article 7. PUBLIC CONSTRUCTION BOND.

7.1 If a work authorization issued under this Contract requires a public construction bond pursuant to section 255.05, Florida Statutes, the form of the bond and cost for the same will be determined in the work authorization. The 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 issued work authorization.

7.2 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 Contractor submits its proposal for Village approval.
(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:

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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.

Article 8. TERMINATION.

8.1 **TERMINATION BY VILLAGE:** The Village may terminate any work authorization, the Contract and/or the Contract Documents if the Contractor is in default as follows:

(a) refuses or fails to supply enough properly skilled workers or proper materials to timely and competently complete the work;
(b) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
(c) disregards or takes action contrary to any laws, ordinances, or rules, regulations or authorizations of a public authority having jurisdiction;
(d) takes action, short of declaring bankruptcy, evidencing insolvency;
(e) fails to prosecute the services or work in a timely manner and reasonably be unable to reach substantial completion and/or final completion within the timeframe(s) required;
(e) fails or refuses to provide and/or maintain insurance or proof of insurance as required by the Contract Documents; **or,**
(f) otherwise is in breach of a provision of the Contract Documents.

When any of the above reasons exist, the Village, may without prejudice to any other rights or remedies of the Village and after giving the Contractor and the Contractor's surety (if applicable), written notice and ten (10) days to cure, terminate the work authorization, Contract and/or Contract Documents and may:

(a) take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by or paid for by the Village; and,
(b) finish the work by whatever reasonable method the Village may deem expedient.

The Contractor and its surety (if any) shall be liable for any damage to the Village, including additional attorney and engineering/architectural fees, resulting from the Contractor's termination under this provision by the Village, including but not limited to, and any increased costs incurred by the Village in completing the work.

When the Village terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment, if any, until the work is finished.

Should it be determined by a mediator or a court of competent jurisdiction that the Village wrongfully terminated the Contract, then the Contractor agrees to treat such termination as a termination for convenience.

8.2 **TERMINATION BY THE VILLAGE FOR CONVENIENCE**

The Village may, at any time, terminate the Contract and Contract Documents for the Village's convenience and without cause. Upon receipt of written notice from the Village of such termination for the Village's convenience, the Contractor shall:

(a) cease operations as directed by the Village in the notice;

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(b) take actions necessary, or that the Village may direct, for the protection and preservation of the work; and

(c) except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase authorizations and enter into no further subcontracts and purchase authorizations.

In case of such termination for the Village's convenience, the Contractor shall be entitled to receive payment for work executed, and costs incurred by reason of such termination including termination payments to subcontractors and demobilization costs.

Article 9. TAXES.

9.1 TAXES: The Village is exempt from payment of Florida State Sales and Use Tax. The Contractor is not authorized to use the Village's Tax Exemption Number unless approved in writing.

Article 10. CONTRACTOR'S REPRESENTATIONS AND AGREEMENTS.

To induce the Village to enter issue a work authorization(s) under this Contract, the Contractor makes the following representations:

10.1 Contractor has or will familiarize itself with the nature and extent of the work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work prior to commencing the work under an applicable work authorization. All work shall be performed consistent with all applicable laws and regulations.

10.2 Contractor agrees to be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with the regulations and to reimburse the Village for any loss incurred in connection therewith. This compliance provision specifically includes the Contractor's compliance with all applicable standards, authorizations or regulations including, without limitation, those 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).

10.3 The Contractor represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the work required under the Contract Documents. Proof of such licenses and approvals shall be submitted to the Village upon request.

Article 11. INFRINGEMENT INDEMNITY.

11.1 The Contractor will defend or settle at its expense a claim or suit brought by a third party against the Village arising out of a claim asserting that the services, work, repair, materials or other deliverables ("deliverables" hereafter) provided by the Contractor under the Contract Documents (if any) infringes any U.S. copyright or any U.S. patent or misappropriates a trade secret. The Contractor will indemnify and hold harmless the Village against and from damages, costs, and attorneys' fees, if any and at all levels of trial and appeal or mediation or arbitration, finally awarded in such suit or the amount of the settlement thereof; provided that (i) the Contractor is promptly notified in writing of such claim or suit, (ii) the Contractor will have the sole control of the defense and settlement thereof, and (iii) Village furnishes the Contractor, on reasonable request, information available to Village for such defense. The Village will not admit any such claim without prior consent of the Contractor.

a. In the event of a claim of infringement, the Contractor shall, at its option:

1. procure for Village the right to continue using the deliverables provided under the

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Contract Documents; or

2. replace or modify the deliverables so that the same becomes non-infringing but substantially equivalent in functionality and performance.

3. If neither of the above actions is reasonably feasible, the Contractor will refund to Village the fee actually paid by Village under the Contract Documents (as amortized on a straight-line basis over the time in which the Village was able to use the deliverables.

b. The Contractor will have no obligation under this section for infringement if and to the extent that such claim arises from:

1. modification of the deliverables other than by the Contractor or by its recommendation; or

2. combination of the deliverables with products other than those supplied by the Contractor;

and,

3. the alleged infringement or misappropriation relates to such modification or combination.

c. The Contractor will also not have any indemnification obligation with respect to a claim: (i) if it has provided Village with reasonable changes that would have avoided the problem and the reasonable changes are not fully implemented by Village within a reasonable time or (ii) arising out use of the deliverables not in accordance with the Contract Documents.

d. The Contractor's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the Contractor whether such injury or damage shall accrue, or may be discovered, before or after termination or expiration of the Contract Documents.

Article 12. MISCELLANEOUS.

12.1 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.

12.2 Additional work and/or changes to a work authorization's price and/or time, is subject to the Village's prior written approval. Only the Village Manager and Village Council (based on the procurement code) have the authority to approve such additional work and changes.

12.3 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.

12.4 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.

12.5 This Contract (together with the other Contract Documents) 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

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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.

12.6 This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.

12.7 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 (c) 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.

12.8 This Contract shall create no rights or claims whatsoever in any third party.

12.9 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.

12.10 The effective date of this Contract is the date the Contract is approved by the Village Council and executed by the Mayor or designee.

12.11 Public Records: 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:

(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

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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 AT (561) 434-5084, kwynn@vpsfl.org, OR BY MAIL SENT TO THE VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

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

12.13 In accordance with Palm Beach County ordinance number 2011-009, the Contractor acknowledges that this Contract 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.

12.14 If any legal action or other proceeding is brought for the enforcement of this Contract or the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract or the Contract Documents, each party shall be responsible for their own attorney's fees at all levels. EACH PARTY ALSO AGREES AND VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL ARISING OUT OF ALLEGED DISPUTE, BREACH, DEFAULT, MISREPRESENTATION OR ANY OTHER CLAIM IN CONNECTION WITH OR ARISING FROM ANY PROVISION OF THIS CONTRACT OR THE CONTRACT DOCUMENTS

12.15 Each of the parties agrees to perform its obligations under the Contract Documents in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of the work and under the Contract Documents.

12.16 All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the Contractor or its subcontractors under this Contract shall be considered a "Work for Hire" and the exclusive property of the Village. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, Contractor and Contractor's Subcontractors will assign to the Village all right, title and interest in and to Contractor and/or Contractor's Subcontractors' copyright(s) for such Documents. Contractor shall execute and deliver to Village such instruments of transfer and take such other action that Village may reasonable request, including, without limitation, executing and filing, at Village's expense, copyright applications, assignments and other documents required for the protection of Village's right to such Documents. The Contractor shall retain copies of the Documents for a period of three (3) years from the date of completion of the Program. The Village grants to the Contractor and Contractor's subcontractors the right and/or limited license to use a portion of the Documents prepared by the Contractor or the Contractor's subcontractors in future projects of the Contractor or Contractor's subcontractors with said right and/or limited license to use a portion at Contractor's or Contractor's subcontractor's own risk and without any liability to Village. Any modifications made by the Village to any of the Contractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the Contractor will be at the Village's sole risk and without liability to the Contractor.

12.17 Any provision of this Contract which is of a continuing nature or imposes an obligation which extends

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beyond the term of this Contract shall survive its expiration or earlier termination.

12.18 Any notice required to be given under the Contract Documents shall be sent by certified mail (return receipt requested) or by nationally recognized overnight courier as follows to the Village:

Village of Palm Springs
Attn: Village Manager
226 Cypress Lane
Palm Springs, FL 33461

and to the Contractor as follows:

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

Either party may amend this provision by written notice to the other party.

12.19 The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes. The Contractor further represents that no person having any such conflicting interest shall be employed for said performance. The Contractor shall promptly notify the Village's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the Village as to whether the association, interest or circumstance would, in the opinion of the Village, constitute a conflict of interest if entered into by the Contractor. The Village agrees to notify the Contractor of its opinion within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the Village, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the Village shall so state in the notification and the Contractor shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the Village by the Contractor under the terms of this Contract.

12.20 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.

12.21 This Contract is not intended to be and shall not be construed as an exclusive agreement, and the Village may employ additional or other contractors to perform services contemplated by this Contract without liability to the Village.

12.22 PUBLIC ENTITY CRIMES. The 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

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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 promptly advise the Village if it becomes aware of any violation of this statute.

12.21 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.

12.22 The Contract shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of all services and work. This includes being responsible for all precautions for safety of, and reasonable protection to prevent damage, injury or loss to employees performing the services and work and other persons who may be affected thereby; the work, materials and equipment incorporated therein; and other property, equipment or materials at the site or adjacent thereto including, without limitation, trees, shrubs, lawns, sidewalks, pavements, roadways or structures and utilities not designated for removal, relocation or replacement in the course of the work. The Contractor shall comply with and give all notices required by applicable laws, statutes, ordinances, rules and regulations bearing on safety of persons or property, or their protection from damage, injury or loss. The Contractor shall implement, erect and maintain reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards reasonably related to the work or which could arise therefrom. The Contractor shall promptly remedy damage and loss (other than covered by applicable insurance) caused in whole or in part by the Contractor or anyone directly or indirectly employed by or utilized by the Contractor in the performance of the work, which is not attributable to the Village's negligence.

12.23 The Contractor agrees that, in all matters relating to this Contract, it will be acting as an independent contractor with exclusive control of the manner and means of performing the work, its obligations and tasks in accordance with the requirements of this Contract and the Contract Documents. The Contractor has no authority to act or make any agreements or representations on behalf of the Village. This Contract is not intended, and shall not be construed to create, between the Village and the Contractor, the relationship of principal and agent, joint-venturers, co-partners or any other such relationship, the existence of which is hereby expressly denied. No employee or agent of Contractor shall be, or shall be deemed to be, an employee or agent of Village.

Article 13. SCRUTINIZED COMPANIES

13.1 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 Contractor or any of its subcontractors are found to have submitted a false certification; or if Contractor or any of its subconsultants, are placed on the Scrutinized Companies that Boycott Israel List or are engaged in a boycott of Israel during the term of this Contract.

13.2 If this Contract is for one million dollars or more, Contractor certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the Village may immediately terminate this Contract at its sole option if Contractor, or any of its subconsultants are found to have submitted a false certification; or if Contractor or any of its subconsultants are placed on the Scrutinized Companies with Activities in Sudan List, or has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, or are or have been engaged with business operations in Cuba or Syria during the term of this Contract.

Article 14. E-VERIFY

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14.1 Pursuant to Section 448.095(5) Florida Statutes, the Contractor 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 Contract) 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, Contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
(c) Maintain copies of all subcontractor affidavits for the duration of this Contract and provide the same to the Village upon request;
(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 Contract; and,
(f) Be aware that if the Village terminates this Contract under Section 448.095(5)(c), Florida Statues, the Contractor may not be awarded a contract for at least 1 year after the date on which this Contract is terminated and will be liable for any additional costs incurred by the Village as a result of the termination of this Contract.

Article 15. SECTION 787.06 COMPLIANCE

15.1 The Contractor by signing this Contract as set forth below, attests that the Contractor does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Article 16. SURVIVABILITY

16.1 Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

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SIGNATURE PAGE FOLLOWS

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IN WITNESS WHEREOF, the Village and Contractor have caused this Contract for Trenchless Rehabilitation and Related Products and Services to be executed the day and year above.

VILLAGE OF PALM SPRINGS, FLORIDA

ATTEST:

By: _____
Kim Wynn, Village Clerk

By: _____
Bev Smith, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Christy Goddea, Village Attorney

CONTRACTOR: **SAK CONSTRUCTION, LLC**

By: Tim Bussen

[Corporate Seal]

Print Name: Tim Bussen

Title: Vice President

STATE OF MISSOURI)
COUNTY OF ST. CHARLES)

THE FOREGOING instrument was acknowledged before me by means of ☐ physical presence or ☑ online notarization on this 1 day of July 2026, by Tim Bussen, as the Vice President [title] of SAK Construction LLC, a limited liability company authorized to do business in the State of Florida, who is ☑ personally known to me or ☐ who has produced _____ as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind SAK Construction, LLC, to the same.

Barbara Marler
Notary Public Signature

Notary Seal:

BARBARA MARLER
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Charles County
My Commission Expires: December 19, 2026
Commission Number: 14126252

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EXHIBIT "A"
SAMPLE WORK AUTHORIZATION

Trenchless Rehabilitation and Related Products and Services Contract
WORK AUTHORIZATION NO._____

THIS WORK AUTHORIZATION for Trenchless Rehabilitation and Related Products and Services ("Work Authorization") is made on the _____, between the **Village of Palm Springs**, a Florida municipal corporation ("Village") and **SAK Construction, LLC**, a limited liability company authorized to do business in State of Florida ("Contractor").

1.0 Project Description:

The Village desires the Contractor to provide all goods, services, materials and equipment as identified herein related to the Trenchless Rehabilitation and Related Products and Services project generally described as: _____ ("Project"). The Project is more specifically described in the plans prepared by _____, dated _____, and which are incorporated herein by reference.

2.0 Scope

Under this Work Authorization, the Contractor will provide the Village with construction services for the Project as specified in the **Contractor's proposal attached hereto and incorporated herein as Exhibit "1".**

3.0 Schedule and Liquidated Damages

Substantial completion of all services and work under this Work Authorization shall be within ____ **calendar days** from the Effective Date of this Work Authorization. Final completion of all services and work (and all punch-list items (if any)) under this Work Authorization shall be within ____ **calendar days** from the Effective Date of this Work Authorization. The Effective Date of this Work Authorization is the date following the parties' execution of this Work Authorization and the Village's delivery of a Notice to Proceed to the Contractor via e-mail, facsimile or other form of delivery as documented by the Village. Substantial completion occurs when the services and work has progressed to the point where, in the opinion of the Village, the work is sufficiently complete in accordance with the Contract Documents and this Work Authorization, so that the Project can be utilized for the purposes for which it is intended. Final completion occurs when all services and work (including punch-list items) has been completed and the project becomes fully operational and accepted by the Village.

Liquidated Damages. The Village and Contractor recognize that time is of the essence under this Work Authorization and the Contract Documents, and that the Village will suffer financial loss if the services and work described in this Work Authorization and the Contract Documents are not completed within the times specified in this Work Authorization. The Village and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the Village would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the services and work within the time specified. Accordingly, instead of requiring any such proof, the Village and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the Village_____ hundred dollars ($_____.00) for each day that expires after the time specified in this Work Authorization.

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4.0 Compensation and Direct Purchases

This Work Authorization is issued for a lump sum, not to exceed amount of $_____ (_____). The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount based on the OMNIA Agreement.

The Village _____ will or _____ will not retain 5% from each invoice in accordance with the Contract.

5.0 Project Manager

The Project Manager for the Contractor is _____, phone:_____; email: _____; and, the Project Manager for the Village is _____, phone:_____; email:_____.

6.0 Progress Meetings

The Contractor shall schedule periodic progress review meetings with the Village Project Manager as necessary but every 30 days as a minimum.

7.0 Contractor's Representations

In authorization to induce the Village to enter into this Work Authorization, the Contractor makes the following representations:

7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents including this Work Authorization, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.

7.2 Contractor has obtained at his/her own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, soil investigations, explorations, and test reports which pertain to the subsurface conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the stated work authorization price within the Work Authorization stated time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the IFB; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes.

7.3 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or is deemed necessary by the Contractor in authorization to perform and furnish the work under this Work Authorization price, within the Work Authorization time and in accordance with the other terms and conditions of the Contract Documents.

7.4 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.5 Contractor has given the Village's Contract Administrator written notice of all conflicts, errors

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or discrepancies that he or she has discovered in the Contract Documents and the written resolution thereof by Village or its designee is acceptable to the Contractor.

8.0 Warranty. The Contractor warrants and guarantees to the Village that all services and work provided under this Work Authorization will be in accordance with this Work Authorization and the other Contract Documents. The Contractor warrants that (a) all materials and parts supplied under this Work Authorization shall be free from defects for one (1) year from the final completion of all work (unless a longer manufacturer warranty applies); (b) all services and work performed under this Work Authorization will be free from defects for one (1) year from the final completion of all work and the project shall be fully operational without unreasonable downtime or failures; and (c) that the services and work will conform to the requirements of the Contract Documents. If, at any time prior to the expiration of the one (1) year warranty period, the Village discovers any failure or breach of the Contractor's warranties or the Contractor discovers any failure or breach of the Contractor's warranties, the Contractor will, upon written notice from Village or of its own accord, at the Contractor's sole cost and expense, promptly correct such failure or breach (which corrective action must include, without limitation, any necessary removal, disassembly, reinstallation, repair, replacement, reassembly, retesting, and/or re-inspection of any part or portion of the work and any other property damaged or affected by such failure, breach, or corrective action). The Contractor will remedy any such failure or breach so, to the extent possible, to avoid unnecessary disruptions to the operations of Village or its systems. In the event the Contractor fails to initiate and diligently pursue corrective action within five (5) days of the Contractor's receipt of the Village's notice or the Contractor's discovery of the same, the Village may undertake such corrective action at the Contractor's expense.

9.0 Authorization

This Work Authorization is issued pursuant to the Trenchless Rehabilitation and Related Products and Services Contract for between the Village and the Contractor, dated _____, ("Contract" hereafter). If there are any conflicts between the terms and conditions of this Work Authorization and the Contract, the terms and conditions of the Contract shall prevail.

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SIGNATURE PAGE FOLLOWS

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IN WITNESS WHEREOF, the parties hereto have made and executed this **Work Authorization** as of the day and year set forth above.

VILLAGE OF PALM SPRINGS, FLORIDA

ATTEST:

By: _____ By: ____**DO NOT SIGN – SAMPLE ONLY**_____
Kim Wynn, Village Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Christy Goddeau, Village Attorney

CONTRACTOR: SAK CONSTRUCTION, LLC

By: __DO NOT SIGN – SAMPLE ONLY ___

[Corporate Seal] Print Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of □ physical presence or □ online notarization on this ____ day of _____ 202_, by _____, as the _____ [title] of SAK Construction, LLC, a limited liability company authorized to do business in the State of Florida, who is □ personally known to me or □ who has produced_____ as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind SAK Construction, LLC, to the same.

_____
Notary Public Signature

Notary Seal:

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Exhibit "1" To Work Authorization

Contractor's Proposal

Docusign Envelope ID: 9BE27FBE-C373-8173-8038-706CFC0081CC

PROJECT WORK AUTHORIZATION NO. SAK-U06 WITH SAK CONSTRUCTION LLC FOR LINING OF GRAVITY SEWER LINES

This Project Work Authorization No. SAK-U06 is made as of the _____ day of _____, 2026, 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 Utilities 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. 3,851' of 8" to 10" line

The Village desires the Contractor to rehabilitate 13 manholes totaling the following linear feet:

1. 154'

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 $229,791.50. The attached proposal identifies all costs and expenses included in the not-to-exceeding amount.

5.0 Authorization

This Project Work Authorization is issued pursuant to the Agreement for Trenchless Rehabilitation Services between the Village and the Contractor, dated July 23, 2026. 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.

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IN WITNESS WHEREOF, the Village and Contractor have caused this Project Work Authorization No. 6 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: Tim Bussen

Print Name: Tim Bussen

Title: Vice President

[Corporate Seal]

STATE OF ~~FLORIDA~~ MISSOURI)
COUNTY OF ST. CHARLES)

The foregoing instrument was acknowledged before me this 1 day of July, 2026 by Tim Bussen, as Vice 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

BARBARA MARLER
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Charles County
My Commission Expires: December 19, 2026
Commission Number: 14126252

Print Name: Barbara Marler
My commission expires: 12/19/26

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SAK™
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636.385.1000 tel
636.385.1100 fax
864 Hoff Road
O'Fallon, MO 63366
www.sakcon.com

May 18, 2026

Mr. Lazaro Farrey
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461-1699

Subject: Proposed FY26 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 manhole structures for the Village of Palm Springs Utility Department (Village). This proposal is based on completing the scope of work provided to us, and 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 unit pricing where possible to the Village, as shown in the pricing summary below.

OMNIA Item	Description	Quantity		OMNIA Pricing	Price based on Scope	Extended Price
Section A: Part 1 - CIPP Lining						
2	8" x 4.5mm	2895	LF	$44.00	$44.00	$127,380.00
3	10" x 6.0mm	683	LF	$59.00	$57.00	$38,931.00
16	8" Additional 1.5mm	0	LF	$2.10	$2.10	$0.00
17	10" Additional 1.5mm	0	LF	$3.50	$3.50	$0.00
30	Internal Reconnection of Service Connection	62	EA	$360.00	$0.00	$0.00
Section A: Part 2 - Clean/TV & Evaluation for Gravity Sewers associated with CIPP Inst						
32	6"-12" Clean & TV Sewer	3578	LF	$6.60	$6.25	$22,362.50
37	6"-15" Post TV Inspection after Rehabilitation	3578	LF	$3.00	$0.00	$0.00
Section E: Manhole and Structure Rehabilitation						
119	Manhole Rehab (Std 4-ft Dia.) - 1/2" Calcium-Aluminate	154	VF	$276.00	$267.00	$41,118.00
				TOTAL Price		**$229,791.50**

To summarize, SAK will clean and televise the 3,851 LF of 8" and 10" footage, then install and cure the CIPP in those sewer segments, internally reinstate service laterals, and post televise the rehabilitated sewer lines. The pricing per foot under **Price based on Scope** for the CIPP installations shown includes the internal service lateral reinstatement cost after the CIPP is cured, as well as the post tv inspection cost. During 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 manholes will be rehabilitated with Sewpercoat 100% pure-fused Calcium Aluminate mortar with minimum manufacturer required ½-inch thickness from ring to floor including bench.

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636.385.1000 tel
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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 ½-inch thickness to walls from ring to floor including bench.
- 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,

Dan Banken

Dan Banken Area Manager	Accepted by Printed Name	Date

Village of Palm Springs

Executive Brief

AGENDA DATE: July 23, 2026

DEPARTMENT: Utilities

ITEM #8:

Approve Amendment No.3 to Work Authorization CH-U01 - **Utilities Operations Building -** Task Order No. 331 - Professional Engineering Services – CHA Consulting, Inc.

SUMMARY: The Village Council previously authorized CHA Consulting to provide Professional Engineering and Design Services for the Utilities Operations Building — Work Authorization No. CH-U01(Task Order No. 331). The original scope of work included project design, permitting, and support through the Construction Manager at Risk (CMAR) Procurement process and Guaranteed Maximum Price (GMP) finalization.

As the project transitions from design into construction, additional engineering and architectural services are required that were not included in the original work authorization. This amendment provides for continued engineering and architectural support during GMP finalization and construction services throughout the construction phase of this project.

The Amendment to the Work Authorization includes:

- Additional CMAR/GMP Coordination and design support services – $28,680.00
- Engineering and Architectural Services during construction– $357,243.25
- Additional time through construction – 531 days

The Village Council is requested to approve Amendment No.3 -CH-U01.3 to provide the necessary professional engineering and architectural services to support the Construction Phase of this project at a cost not to exceed $385,923.25. This cost represents approximately 2.5% of the construction cost, which is below the industry standard range of 5% to 8% for comparable construction phase engineering and architectural services.

FISCAL IMPACT:

Funding to support Work Authorization CH-U01.3 for the Utilities Operations Building (Task Order No. 331) is available within the FY 2026 Budget - Water & Sewer Enterprise Fund and will be funded from account No. 41336-56200. 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 Amendment No.3 - CH-U01.3 - Construction services-CHA

June 17, 2026
081588.000

Mr. Andrew Klausner
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

Dear Mr. Klausner:

Reference: Extra Work Authorization No. 3- **Rev. 1**
Utilities EOC Ops Building at Main WTP
Task Order No. 331
Work Authorization No.: CH-U01.3

This Extra Work Authorization is being submitted to increase the fee for the Design Package A & B Scope of Work and add Services during Construction for Task Order No. 331. The services to be provided are as follows:

1. Additional Design Services for CMAR/GMP Coordination (Design Phase).
2. Construction Engineering and Inspection (CEI Phase).

The proposed scope of work for this project is attached as Extra Work Authorization No. 3. Our proposed engineering service fees shall be as tabulated below:

PROJECT PHASE	FEE TYPE	PROPOSED FEE
Design	Lump Sum	$28,680.00
Construction Engineering and Inspection	Hourly Not-to-Exceed	$357,243.25

A breakdown of each above fee calculation is included as an attachment to the Task Order.

CHA Consulting looks forward to providing professional engineering services to the Village of Palm Springs on this Utilities Operational Building project to be located at the Main Water Treatment Plant If you have any questions or require additional information pertaining to the enclosed Task Order or the project in general, please do not hesitate to contact me.

Sincerely,

Douglas K. Hammann, P.E.

Encl.

Attachments:
☐ Revision Fee Breakdown ☒ Other: Extra Work Authorization
☐ Revised Schedule

Y:\Documents\Village\400-095.01 Utilities EOC and Operations Building at Main WTP\Project Management\4- EWA\EWA Cover Letter.docx

VILLAGE OF PALM SPRINGS

CONSULTING SERVICE WORK AUTHORIZATION

DATE : **June 17, 2026** VILLAGE RFQ. NO.: **2024R-001**

WORK AUTHORIZATION NO.: **CH-U01.3** FOR CONSULTING SERVICES

TASK ORDER (PROJECT) NO.: **331** G/L CODE: **41336-56200**

CHA CONSULTING, INC. PROJECT NO.: **081588.000**

PROJECT TITLE: **Utilities EOC Ops Building at Main WTP**

This Work Authorization, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated June 13, 2024, between the Village of Palm Springs ("VILLAGE"), and CHA Consulting, Inc., ("CONSULTANT") hereafter referred to as the Agreement.

I. PROJECT DESCRIPTION

CONSULTANT shall provide Construction Engineering and Inspection (CEI) Services for the VILLAGE in reference to the project description noted in CH-U01 and provide additional engineering services during the Design Phase for the CMAR/GMP.

II. SCOPE OF SERVICES

The following is a description of services to be provided under this Task Order.

Design Phase

TASK D12 – CMAR/GMP Coordination

This task focuses on preparing the following:

A. Assist VILLAGE by performing a detailed review of CMAR contract for the revised project delivery method.

B. Attend in person the CMAR introduction meeting and project GMP kickoff meeting.

C. Attend in person detailed drawing page-flip review meetings for each design deliverable with awarded CMAR.

D. Provide responses to RFI and coordination with subconsultants.

E. Attend progress meetings.

F. Review and discuss with VILLAGE submittals by CMAR for Value Engineering, Pricing, and other construction related documents.

G. Assist Village's Representative throughout GMP phase.

The following Sub-Tasks shall be provided by the Architect:

Sub-Task 1 – Scope of Services

1A – CMP Pricing Phase (CSA)
Review GMP Value Engineering Items recommended by CMAR and make recommendations. Meetings and coordination with Construction Manager. This phase is to be performed for a fixed fee in the amount of Eight-Thousand Two-Hundred Dollars and No Cents ($8,2000.00).

Construction Engineering and Inspection Phase

Task C1 – Project Administration/Management

This task focuses on the administration of the project including project phase setup, client interface, subconsultant(s) management, general project management and contract administration.

The construction engineering and inspection phase including project closeout is estimated to be 531 calendar days, from preconstruction activities through project closeout. .

Task C2 – Preconstruction Activities Prior to the Notice to Proceed

After issuance of a Notice of Award by VILLAGE, CONSULTANT will:

A. Assist VILLAGE in the preparation, execution and distribution of the Contract Documents.

B. Coordinate, attend, preside over and prepare minutes of the preconstruction conference.

C. Assist CMAR in finalizing the building permits required for the construction of this project by providing the required number of signed/sealed drawing sets, for CMAR's building permit application submittal.

Task C3 – Consult and Advise

CONSULTANT shall provide technical advice and assistance to VILLAGE during the construction period and provide necessary interpretations and clarifications of the Contract Documents as required by VILLAGE or CMAR by responding to RFI's or other documentation. Thirty (30) RFIs is the estimated level of effort for this task.

Task C4 – Review Shop Drawings/Submittals

Review and Coordinate with subconsultants the Shop Drawings and samples, the results of tests and inspections, and other data submitted by the CMAR in accordance with the Contract Documents. A total of twenty-five (25) submittals directed to CHA is the estimated basis for this item's budget. . All other submittals are to be coordinated directly with other subconsultants, per Task C12.

The budget associated with this Task Order includes review of shop drawing submittals for up to two (2) review cycles per submittal. Additional review cycles resulting from incomplete, non-conforming, or otherwise revised submittals beyond the second review are not included in this scope and will be provided as an additional service upon authorization by the VILLAGE.

Task C5 – Review Pay Requests and Schedules

This task is not required. This task is to be completed by others.

Task C6 – Perform Periodic and Milestone Inspections

CONSULTANT will :

A. Make periodic site visits at intervals appropriate to the various stages of construction to observe the work, determine conformity with the plans and specifications, and compliance with the construction permits (where applicable).

B. Site visits for equipment and systems commissioning and startup.

   It is anticipated that there will be a total of twenty eight (28) periodic site visits.

CONSULTANT will:

A. Perform inspections to determine that the project has achieved substantial completion.

B. Perform inspections to determine the works readiness for final completion acceptance and that the work has been completed in general conformance with the Contract Documents.

C. Perform inspections to certify completion of construction to permitting agencies requirements, where applicable.

   Four (4) such site visits are anticipated.

Task C7 – Progress Meetings

CONSULTANT shall attend fourteen (14) VIRTUAL monthly construction related progress meetings. CONSULTANT shall schedule, preside over, and generate/distribute minutes of these

meetings. The purpose of these meetings is to formally coordinate the activities of the CMAR, subconsultants, and VILLAGE; resolve conflicts and to review work progress and procedures required to satisfactorily complete the work.

Task C8 – Contract Modifications & Allowance Authorizations

CONSULTANT shall develop the necessary data, notes and clarification drawings required to prepare contract modification(s) to reflect adjustments to the construction project. One (1) contract modification incorporating a total of four (4) items, is the estimated basis for this budget item.

CONSULTANT shall provide supporting documentation to the VILLAGE for allowance authorization document(s) inclusive of drawings and specifications where needed. Five (5) allowance authorizations is the estimated budget.

Task C9 – Project Closeout

CONSULTANT shall:

A. Review CMAR's field as-built drawing information which shows the work as it was constructed inclusive of drawings by subconsultants.

B. Prepare record drawings based on CMAR's field data.

C. Prepare and submit record documents to VILLAGE.

D. Prepare and submit other closeout documentation as specified in the contract documents.

E. Attend the final project reconciliation meetings with VILLAGE and CMAR

Task C10 – Regulatory/Permitting Agency Documentation and Project Closeout Submittals

Project services in connection with preparing acknowledgment of Final Completion of construction submittals with record drawings to the following agencies:

A. Palm Springs Building Department. (CONSULTANT shall assist CMAR by providing signed and sealed Record Drawings at CMAR's request.)

B. Palm Beach County Health Department/FDEP Certification of completion or watermain installation.

C. Palm Beach County DERM fuel storage facility permit closeout certification package.

Task C11 – Special Services

CONSULTANT shall provide special services during construction consisting of the following items:

Resident Services

To monitor that project is constructed in general conformance with the Contract Documents CONSULTANT shall provide project observation consisting of the following:

A. Periodic on-site observations of the CMAR's performance. The limits of the authority of the on-site representative are as defined within the Construction Contract Documents. The observations shall include:

1. Observe any tests and review the results of tests required of the CMAR by the Contract Documents.

2. Observe the placement of reinforcing steel and all concrete pours. Observe the construction of all piping and equipment placement.

3. Assist with commissioning, startup and check out the operation of all new equipment and control systems.

4. Assist in the development of punch lists in conjunction with the milestone inspections to determine if the project has achieved Substantial and Final Completion and that the work has been completed in general conformance with the Contract Documents.

5. To estimate the efforts of the CONSULTANT's project representative, it is anticipated that a person would need to visit the project site fifteen (15) times, approximately eight (8) hours per visit.

Task C12 – Architectural Construction Services for the Utilities EOC OPS Building

The following Sub-Tasks shall be provided by the Architect:

Sub-Task 1 – Scope of Services

1B - CONSTRUCTION ADMINISTRATION PHASE (CSA)

This phase includes Shop Drawing reviews, responses to RFI's, process and review Pay Applications and Change Order Reviews. CSA will attend twice a meeting twice month. A maximum of (29) site OAC meetings and (1) Preconstruction meeting and maximum (2) punch list meeting will be performed. Total of (32) meetings. We anticipate a 14-month construction time frame. Refer to Exhibit "A". This phase is to be performed for a fixed fee in the amount of Eighty-One-Thousand Two Hundred Dollars and No Cents ($81,200.00).

Note: Please note we only estimated our fee based on (2) reviews for each shop drawings. Any additional reviews will be billed at our hourly rates listed below. Please note: CSA has not included documenting and issuing meeting minutes to OAC team. OAC meeting minutes are not included in this proposal. Estimated 14-month construction period.

1C – CONSTRUCTION ADMINISTRATION PHASE (TYEC)

This phase includes Shop Drawing reviews, responses to RFI's, and Change Order Reviews. A maximum of (4) site reviews and (2) punch list meeting will be performed. Total of (6) site reviews and meetings. We anticipate a 14-month construction time frame. This phase is to be performed for a fixed fee amount of Seventeen-Thousand Dollars and No Cents ($17,000.00).

1D – CONSTRUCTION ADMINISTRATION PHASE (JEZERINAC)

This phase includes Shop Drawing reviews, responses to RFI's, Change Order Reviews. This phase to be performed for a fixed fee amount of Fourteen-Thousand Dollars and No Cents ($14,000.00).

1E – CONSTRUCTION ADMINISTRATION PHASE (AGT)

This phase includes Shop Drawing reviews, responses to RFI's, Change Order Reviews. This phase is to be performed for a fixed fee amount of Two-Thousand Dollars and No Cents ($2,000.00).

1F – SPECIAL INSPECTIONS (JEZERINAC)

It is anticipated that (40) special inspections will be required to review structural components for tilt wall construction and reinforced masonry for dumpsters. Special inspection will be billed per inspection performed. This phase is to be performed for a not to exceed fee amount of Forty-One Thousand Eight-hundred Dollars and No Cents ($41,800.00).

1G – RECORD DRAWINGS

The Architect and Sub-Consultants will provide the VILLAGE with Record Drawings in a final paper set, PDF, and CAD formats. These drawings will be based upon the General CMARs field markup 'as-built' set being maintained at the site during construction and any other observations made by the Architect and Sub-Consultants. This phase to be performed for a fixed fee amount of Ten-Thousand Dollars and No Cents ($10,000.00).

1H – REIMBURSABLES

We have a not to exceed amount of Two-Thousand Five Hundred Dollars and No Cents ($2,500.00).

III. DELIVERABLES

CONSTRUCTION PHASE

A. Digital Deliverable. Hard copies available upon request.

B. Defective Work Correspondence with revised construction drawing

C. Construction Inspection

i. Site visit report will be provided for each site visit.

D. Construction Engineering Documentation (digital)
- i. RFIs.
- ii. Approved Submittals/Shop Drawings.
- iii. Approved Pay Requests.
- iv. Meeting Minutes/Notes.
- v. Contract Modification Documents.
- vi. Project Closeout Documentation.
- vii. Regulatory/Permitting Agency Documentation.
- viii. Pressure Test Reports.
- ix. Equipment Start-up Reports.
- x. Project Record Drawings.

IV. SCHEDULE

CONSULTANT will complete the services identified in this Work Authorization within the schedule outlined in Table 1.

Table 1 Schedule

Activity	Time to Complete (Calendar Days)	Cumulative Time to Complete (Calendar Days)
Pre-NTP Activities	45	45
Notice to Proceed (NTP)	0	45
Construction (Final Completion)	441	486
Project Closeout	45	531

V. COMPENSATION AND PAYMENT

The CONSULTANT will perform the Design Phase task as outlined in the scope of services for an *additional* Lump Sum Fee of $28,680.00 as outlined in Table 2, below, and further detailed in Attachment 5.

TABLE 2

DESIGN PHASE SERVICES

Description	Total
D12- CMAR/GMP Coordination	$20,480.00
Reimbursable Expenses and Subconsultants	$8,200.00
Total	$28,680.00

CONSULTANT's services during Design Phase will be billed monthly as a percentage of project completion.

The CONSULTANT will perform the Construction Engineering and Inspection Phase task as outlined in the scope of services for the Estimated Not-to-Exceed Fee of $329,718.05 as outlined in Table 3, below, and further detailed in Attachment 6.

TABLE 3

ENGINEERING SERVICES DURING CONSTRUCTION

Description	Total
C1 – Project Administration/Management	$26,088.00
C2 – Preconstruction Activities to the Notice to Proceed	$6,492.00
C3 – Consult and Advise	$9,975.00
C4 – Review Shop Drawings/Submittals	$13,105.00
C5 – Review Pay Requests and Schedules	$0.00
C6 – Perform Periodic and Milestone Inspections	$34,884.00
C7 – Progress Meetings	$7,770.00
C8 – Contract Modifications	$9,506.00
C9 – Project Closeout	$25,934.00
C10 – Regulatory/Permitting Agency Documentation and Project Closeout Submittals	$6,736.00
C11 – Special Services	$16,320.00
C12 - Architectural Construction Services for the Utilities EOC OPS Building	*Cost included in below Subconsultant fee*.
Reimbursable Expenses and Subconsultants	$200,433.25
Total	$357,243.25

CONSULTANT's services during Construction Engineering and Inspection phase will be billed at the hourly rates specified in the First Amendment to Professional Services Agreement (Engineering Services) dated May 22, 2024 for personnel working directly on the project plus direct expenses in connection therewith, not to exceed the above total fee without prior VILLAGE Council approval. CONSULTANT will submit monthly invoices payable by person, hours worked, and hourly rates, plus direct expenses for these engineering services. CONSULTANT reserves the right to reallocate funds from task to task when needed for proper completion of the project. Any unused portion of the total estimated not-to-exceed fee will not be billed to the VILLAGE.

The total Work Authorization compensation and payment to be ***increased*** via CH-U01.3 as outlined above is summarized in Table 4, below.

TABLE 4

TOTAL OF WORK AUTHORIZATION NO. CH-U01.3

Line #	Description	Total
1	Design Phase Services	$28,680.00
2	Engineering Services during Construction	$357,243.25
	TOTAL	**$385,923.25**

VI. ASSUMPTIONS

Assumptions, items not included, are per original Task Order CH-U01.

VII. AGREEMENT REFERENCE

The work authorized under this Work Authorization shall be performed under the terms and conditions described within the Professional Services Agreement dated June 13, 2024, by and between the Village of Palm Springs ("VILLAGE") and CHA Consulting, Inc. ("CONSULTANT"). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

CHA CONSULTING, INC.

By: _____

Print Name: Douglas K. Hammann, P.E.

Title: Senior Project Manager

VILLAGE OF PALM SPRINGS

By: _____

Date: _____

Village Attorney's Office

Approved as to form and legality

By: _____

(Required if over $25,000)

VILLAGE OF PALM SPRINGS

Utilities Ops Building at Main WTP
TASK ORDER NO. 331
ATTACHMENT 5

I. CEI SERVICES DIRECT LABOR *DATE:* June 16, 2026

	TASK DESCRIPTION	PERSONNEL											
		Principal	Engineer 8	Engineer 5	Engineer 3	Engineer 2	Engineer 1	Technician 4	Technician 3	Technician 2	Resident	Administrative	
D12	CMAR/GMP Coordination	16	40				16	8	8			8	$20,480.00
													$0.00
													$0.00
													$0.00
													$0.00
													$0.00
													$0.00
													$0.00
													$0.00
													$0.00
													$0.00
													$0.00
													$0.00
	Total Hours	16	40	0	0	0	16	8	8	0	0	8	
	Rate	$292.00	$257.00	$195.00	$152.00	$138.00	$131.00	$172.00	$157.00	$132.00	$136.00	$100.00	
	Sub-Total Labor	$4,672.00	$10,280.00	$0.00	$0.00	$0.00	$2,096.00	$1,376.00	$1,256.00	$0.00	$0.00	$800.00	
											TOTAL DIRECT LABOR	$20,480.00	$20,480.00

II. REIMBURSABLE EXPENSES

EXPENSE ITEM	EXPENSE TYPE	UNIT	No. OF UNITS	COST PER UNIT	TOTAL COST
1	REPRODUCTION				
	Half Size Drawings (11" x 17")	EA	0	$21.50	$0.00
	Full Size Drawings (22" x 34")	EA	0	$58.05	$0.00
	Specification Booklets	EA	0	$125.00	$0.00
	Digital Drawings Production	SET	0	$0.00	$0.00
2	PHOTOCOPIES	EA	0	$0.20	$0.00
	PLOTTING				
3	22 X 34 (SET UP)	EA	0	$0.00	$0.00
	11 X 17 (SET UP)	EA	0	$0.00	$0.00
	TRAVEL				
4	MILEAGE	MILE	0	$0.700	$0.00
	TOLLS	EA	0	$3.30	$0.00
	SUBCONSULTANTS				
	SURVEY	LS	0	$0.00	$0.00
	ELECTRICAL	LS	0	$0.00	$0.00
5	STRUCTURAL	LS	0	$0.00	$0.00
	GEOTECHNICAL	LS	0	$0.00	$0.00
	ARCHITECTURAL	LS	1	$8,200.00	$8,200.00
	HVAC	LS	0	$0.00	$0.00
				TOTAL EXPENSES	$8,200.00

GRAND TOTAL	$28,680.00
USE	$28,680.00

VILLAGE OF PALM SPRINGS

Utilities EOC Ops Building at Main WTP
TASK ORDER NO. 331
ATTACHMENT 6

I. CEI SERVICES DIRECT LABOR *DATE:* June 16, 2026

	TASK DESCRIPTION	PERSONNEL										
		Principal	Engineer 8	Engineer 5	Engineer 3	Engineer 2	Engineer 1	Technician 4	Technician 3	Technician 2	Resident	Administrative
C1	Project Administration/Management	9	68		17		0		0			34	$26,088.00
C2	Preconstruction Activities Prior to Notice to Proceed	5	8		10		0		8			2	$6,492.00
C3	Consult and Advise	8	15				30		0			0	$9,975.00
C4	Review Shop Drawings/Submittals	5	10		13		50		0			6	$13,105.00
C5	Not used												$0.00
C6	Perform Periodic and Milestone Inspections		100				64		0			8	$34,884.00
C7	Progress Meetings	7	14		14								$7,770.00
C8	Contract Modifications	5	9		18		18		5				$9,506.00
C9	Project Closeout	16	16		24				86				$25,934.00
C10	Regulatory/Permitting Agency Documentation and Project Closeout Submittals	8					24		8				$6,736.00
C11	Special Services										120		$16,320.00
C12	Architectural Construction Services for the Utilities EOC Ops Building **(Refer to Expense Table- Architect)**												$0.00
	Total Hours	62	240	0	96	0	186	0	107	0	120	50	
	Rate	$292.00	$257.00	$195.00	$152.00	$138.00	$131.00	$172.00	$157.00	$132.00	$136.00	$100.00	
	Sub-Total Labor	$18,104.00	$61,680.00	$0.00	$14,516.00	$0.00	$24,366.00	$0.00	$16,799.00	$0.00	$16,320.00	$5,025.00	
									TOTAL DIRECT LABOR		$156,810.00		$156,810.00

II. REIMBURSABLE EXPENSES

EXPENSE ITEM	EXPENSE TYPE	UNIT	No. OF UNITS	COST PER UNIT	TOTAL COST
1	REPRODUCTION				
	Half Size Drawings (11" x 17")	EA	11	$21.50	$236.50
	Full Size Drawings (22" x 34")	EA	3	$58.05	$174.15
	Specification Booklets	EA	9	$125.00	$1,125.00
	Digital Drawings Production	SET	2	$0.00	$0.00
2	PHOTOCOPIES	EA	100	$0.20	$20.00
	PLOTTING				
3	22 X 34 (SET UP)	EA	0	$0.00	$0.00
	11 X 17 (SET UP)	EA	43	$0.00	$0.00
	TRAVEL				
4	MILEAGE	MILE	3,456	$0.700	$2,419.20
	TOLLS	EA	48	$3.30	$158.40
	SUBCONSULTANTS				
	SURVEY	LS	0	$0.00	$0.00
	ELECTRICAL	LS	1	$28,000.00	$28,000.00
5	STRUCTURAL	LS	0	$0.00	$0.00
	GEOTECHNICAL	LS	0	$0.00	$0.00
	ARCHITECTURAL	LS	1	$168,300.00	$168,300.00
	HVAC	LS	0	$0.00	$0.00
				TOTAL EXPENSES	$200,433.25

GRAND TOTAL	$357,243.25
USE	$357,243.25

SUBCONSULTANT PROPOSAL(S)

CURRIE SOWARDS AGUILA architects

Jess M. Sowards, AIA, LEED AP, Principal
José F. Jaramillo, AIA, LEED AP, Principal

May 28, 2026

CHA Companies
4700 Riverside Drive
Suite 110
Coral Springs, Fl. 33067
Attn: Douglas Hammann, PE

Project: VILLAGE OF PALM SPRINGS – UTILITIES OPERATIONS BUILDING AT MAIN WTP
Work Authorization No: CH-UH01
Task Order No: 331
Architect Project No: 240205

ADDITIONAL SERVICES AUTHORIZATION – 002

This Additional Services Authorization, when executed, shall be incorporated in and shall become an integral part of the Agreement dated October 8, 2024, between CHA (the Client) and CURRIE SOWARDS AGUILA ARCHITECTS (the Architect).

I. SCOPE OF SERVICES

A. **GMP Pricing Phase (CSA):** Review GMP Value Engineering Items recommended by CMAR and make recommendations. Meetings and coordination with Construction Manager. This phase is to be performed for a fixed fee in the amount of **Eight-Thousand Two-Hundred Dollars and No Cents ($8,200.00)**

B. **Construction Administration Phase (CSA):** This phase includes Shop Drawing reviews, responses to RFI's, process and review Pay Applications and Change Order Reviews. CSA will attend a meeting twice a month. A maximum of (29) site OAC meetings and (1) pre-construction meeting and maximum (2) punch list meeting will be performed. Total of (32) meetings. We anticipate a 14-month construction time. Refer to Exhibit "A". This phase is to be performed for a fixed fee in the amount of **Eighty-One-Thousand Two-Hundred Dollars and No Cents ($81,200.00)**

Note: Please note we only estimated our fee based on (2) reviews for each shop drawing. Any additional reviews will be billed at our hourly rates listed below.
Please note: CSA has not included documenting and issuing meeting minutes to OAC team. OAC meeting minutes are not included in this proposal.
Estimated 14-month construction period.

C. **Construction Administration Phase (TYEC):** This phase includes Shop Drawing reviews, responses to RFI's, and Change Order Reviews. A maximum of (4) site reviews. and (2) punch list meeting will be performed. Total of (6) site reviews and meetings. We anticipate a 14-month construction time. This phase is to be performed for a fixed fee amount of **Seventeen-Thousand Dollars and No Cents ($17,000.00)**

D. **Construction Administration Phase (Jezerinac):** This phase includes Shop Drawing reviews, responses to RFI's, Change Order Reviews. This phase to be performed for a fixed fee amount of **Fourteen-Thousand Dollars and No Cents ($14,000.00)**

E. **Construction Administration Phase (AGT):** This phase includes Shop Drawing reviews, responses to RFI's, Change Order Reviews. This phase is to be performed for a fixed fee amount of **Two-Thousand Dollars and No Cents ($2,000.00)**

F. **Special inspections (Jezerinac):** It is anticipated that (40) special inspections will be needed to review structural components for tilt wall construction and reinforced masonry for dumpsters. Special inspection will be billed per inspection performed. This phase is to be performed for a not to exceed fee amount of **Forty-One Thousand Eight-hundred Dollars and No Cents ($41,800.00)**

G. **Record Drawings:** The Architect and Sub-Consultants will provide the City with Record Drawings in a final paper set, PDF, and CAD formats. These drawings will be based upon the General Contractors field markup 'as-built' set being maintained at the site during construction and any other observations made by the Architect and Sub-Consultants. This phase to be performed for a fixed fee amount of **Ten-Thousand Dollars and No Cents ($10,000.00)**

H. **Reimbursables:** We have a not to exceed amount of **Two-Thousand Five Hundred Dollars and No Cents ($2,500.00).**

I. ~~**Post Occupancy Evaluation:** After one year from the substantial completion date our office and MEP subconsultant will review the building and issue a report on any of our findings not in compliance with the contract documents. This phase is to be performed for a not to exceed fee amount of Six-**Thousand Six Hundred and Eighty Dollars and No Cents ($6,680.00)**~~

II. FEES

Task 8 – CONSTRUCTION ADMINISTRATION	$ 176,500.00
~~Task 9 – POST OCCUPANCY EVALUATION(Optional Fee)~~	~~$ 6,680.00~~
TOTAL TASK 8	**$176,500.00**
TOTAL TASK 8 & 9	**$183,380.00**

If agreeable, please sign and return a copy of this Additional Services Authorization in order for us to proceed with the work.

Client (Signature)	ARCHITECT (Signature)
(Printed name and title)	Jess M. Sowards, AIA President

C & W engineering Inc.

Consulting Engineers – Electrical • HVAC • Plumbing

6903 Vista Parkway North, #10
West Palm Beach, FL 33411
(561) 642-5333

April 06, 2026

Stephanie Bortz, E.I.
Cha Engineering, Inc.
4700 Riverside Drive, Suite 110
Coral Springs, FL 33067

RE: Village of Palm Springs EOC Center Construction Phase Services
Electrical Engineering Proposal
C&W Ref. 245703.CS

Dear Stephanie:

I am pleased to submit this proposal to provide Electrical Engineering Construction Services for the above referenced project. The anticipated construction timeline is fourteen (14) months. Our understanding of the required scope of work is as follows:

1. **Construction Document Support**

We will provide a signed and sealed set of drawings for Village of Palm Springs Building Department review. We will also respond to building department comments and issue revised drawings as required.

2. **Provide Power to Temporary Trailer-Prat WTP Location**

We will provide an electrical drawings showing an electrical riser diagram and an aerial plan describing a temporary power service for an office trailer with a 200 amp, 120/240V single phase panel. Staff will use the drawings for a Contractor to provide the temporary electrical service. This task will be provided before the official construction services start.

3. **Project Progress Meetings**

We will attend up to six (6) project progress meetings, held either at the Water plant offices or on the construction site. Depending on construction progress, we may conduct a field visit, as needed.

4. **RFI Responses**
   We will respond to Requests for Information (RFIs) related to electrical design and construction requirements. We anticipate responding to up to six (6) RFIs.

5. **Shop Drawing Reviews**
   We will review electrical related equipment shop drawings. It is our understanding that there is a 14-day review window to respond to shop drawings. We will review all shop drawings related to the water plant equipment and fuel island. We will not review EOC building shop drawings as the Architect and other MEP engineer will be reviewing them.

6. **Coordination with FPL**
   We will assist the Contractor in its coordination with FPL during the construction phase as necessary. We have initiated some preliminary coordination.

7. **Periodic Site Visits**
   We will attend up to eight (8) field visits during construction to review the work and meet with the Contractor regarding equipment installation and testing. We anticipate (1) initial site visits for the transfer of power from existing to temporary ATS/generator, and (1) site visit for the transfer of power from temporary ATS/generator power back to new electrical equipment. One of these visits will include witnessing the generator load bank test.

8. **Substantial Completion Visit & Punch List**
   We will perform a substantial completion field visit and prepare a punch list. We will also attend the Equipment startup and commissioning.

9. **As-built Drawings**
   We will perform a review of the Contractor's As-built redlines and implement these into a set of electrical record drawings.

10. **Final Completion Visit**
    We will conduct a final completion status visit.

11. **Support to CHA**
    We will assist CHA with monthly record drawing reviews, payment application reviews, and updates on construction progress, as requested.

12. **Exclusions and Additional Services**
    No services outside the scope described above are included in this proposal. Should additional services be requested, we will provide a scope and fee for those tasks. If contractor delays extend our required effort or construction management participation, we will request an additional construction services fees.

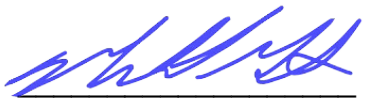
C&W Ref. 245703.CS

Fee Summary

Construction trailer Service: **$ 2,500.00 (Lump Sum)**
Construction Phase Services: **$25,500.00 (Hourly Not-to-Exceed)**

We trust that this proposal aligns with your needs and expectations. Please contact us if you have any questions or require further clarification.

Very truly yours,
C&W Engineering, Inc.



Michael Guida, P.E.

JLR/NL/File

Office of the Mayor

Village of Palm Springs, Florida

Proclamation

WHEREAS, the Florida Water & Pollution Control Operators Association, organized in 1940, is a non-profit trade organization that promotes the sustainability of Florida's water utility industry through workforce development to protect the health of Florida's citizens and to preserve the state's water resources; and

WHEREAS, this organization offers water and wastewater treatment plant operator and water distribution operator training courses required for the state of Florida's operator licenses, eight voluntary certification programs, and continuing education programs for operator license renewal; and

WHEREAS, this organization, in recognizing the importance of the Florida Statutes and Administrative Code that regulate the water industry, acts as liaison between the Florida Department of Environmental Protection and industry personnel; and

WHEREAS, the Florida Water & Pollution Control Operators Association recognizes all who have played a significant part in operating and maintaining drinking water, wastewater, and stormwater systems in Florida by celebrating Florida Water Professionals Month, which applauds their constant efforts to protect our health and environment; and

WHEREAS, water professionals are essential first responders, as defined by Florida Statute 403.865 (b), during storms and other catastrophic events, working to ensure safe drinking water and safe disposal of wastewater for our communities.

NOW, THEREFORE, I, Beverly Smith by the authority vested in me as Mayor of Palm Springs Florida, hereby proclaim August 2026 as:

"Florida Water Professionals Month"

SEAL

In witness whereof I have hereunto set my hand and caused the seal of this city to be affixed

Date July 23, 2026

Village of Palm Springs

Executive Brief

AGENDA DATE: July 23, 2026

DEPARTMENT: Finance

ITEM #10: Resolution No. 2026-29- FY 2027 Preliminary Millage Rates - Operating, Debt Service & CRA Tax Increment Financing (TIF):

SUMMARY: The Village received Form DR-420 - Certification of Taxable Value and Form DR-420 Debt - Certification of Voted Debt Millage from the PBC Property Appraiser's Office. These forms certify the Village's taxable values for the upcoming fiscal year (FY 26-27) as well as other related financial information:

The gross taxable value of all properties within the Village for FY 2027 is $2,434,448,127, an increase in taxable value of $148,306,747 over FY 25-26. The calculated rolled-back rate is $3.7319 per 1,000 taxable value. The Village's proposed FY 2027 operating millage for the General Fund is $3.50 per $1,000 of the taxable value, or a decrease of 1.05% below the rolled-back rate. At 100% collection, the expected operating millage is to generate $8,179,746 in ad-valorem tax revenue; however, the Village budgets at a 96% collection ratio; thus, the projected revenue expected is $8,074,507.

The taxable value of debt service is $2,434,448,127. The proposed millage rate required to pay the general obligation debt for FY 2027 is $0.1746 per $1,000 of the taxable value. That is a decrease of 0.0176 from FY 25/26.

The combined proposed millage rates for FY 2026/2027 (3.5000 operating + 0.1746 debt = 3.6746 total mills) is 0.0176 mills lower than the combined approved millage rates for FY 25/26 (3.5000 operating 0.1922 debt = 3.6922 total mills).

The gross taxable increment value (TIF) for the Palm Springs Community Redevelopment Agency (CRA) for FY 2026 is $276,141,879. The Palm Springs CRA will receive TIF funding from the Village of Palm Springs and Palm Beach County at the Village's approved millage rate - a proposed $3.50 per 1,000 taxable value. At 100% collection, the total increment/revenue expected to generate is 966,520. However, the Village budgets a 95% collection ratio; thus, the proposed budgeted increment/revenue expected is $918,194.

As a result, the proposed Resolution establishes the tentative millage rates for Fiscal Year 26/27. The Village Council is requested to establish the final millage rates in September 2026.

FISCAL IMPACT:
Establishes preliminary operating millage rate and debt service millage rates for the proposed budget for the fiscal year 2026-2027.

Note: The rollback rate is normally calculated on the current year's adjusted taxable value. However,

that amount is now lowered by the value of the TIF transferred to the CRA, which produces a lower adjusted value and therefore requires a higher millage rate to produce the same revenue as the prior year. This occurred last year in 2025-2026 as well.

ATTACHMENTS:

1. Res No. 2026 - 29 Proposed Millage Rate
2. History of Millage Rates 1979-2027
3. Budget Summary Ad 2027
4. DR420_2026_688
5. DR420Debt_2026_687
6. DR420MMP_2026_688
7. DR420TIF_2026_688

RESOLUTION NO. 2026-29

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, TENTATIVELY ESTABLISHING A MILLAGE RATE FOR THE 2026-2027 FISCAL YEAR; SETTING REQUIRED PUBLIC HEARINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, each municipality must, prior to August 4th of each year, advise the Property Appraiser of proposed millage rate, current year rolled-back rate computed pursuant to Section 200.065, Florida Statutes, and the date, time, and place of the budget hearings; and

WHEREAS, in accordance with the above requirement, the Village must complete the necessary form, certifying taxable value, including statement of additions and deletions for the Village of Palm Springs; and

WHEREAS, based on preliminary figures necessary for the 2026-2027 fiscal year budget, the Village has calculated a proposed ad valorem millage rate.

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

Section 1. That the rolled-back rate be certified at $3.5396 per $1,000.

Section 2. That the proposed millage rate for FY 2027 be established at $3.50 mills.

Section 3. That the debt service millage rate for FY 2027 be set at $0.2121 per $1,000.

Section 4. That the first public hearing to consider the budget for fiscal year 2026-2027 be held on Thursday, September 10, 2026, at 6:30 p.m., along with the first Council Meeting for the month of September 2026.

Section 5. That the second public hearing to consider the budget for the 2026-2027 fiscal year be held on Thursday, September 24, 2026, at 6:30 p.m., during the Regular Council

Meeting. Both the first and second public hearings shall be held at the Council Chambers, Village Hall, 226 Cypress Lane, Palm Springs, Florida 33461.

Section 6. That this information be included on the Certification of Taxable Value Form which is forwarded to the Property Appraiser and Tax Collector.

Section 7. 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:

	Aye	Nay	Absent
BEV SMITH, MAYOR			
PATTI WALLER, VICE MAYOR			
JOHNNIE TIECHE, MAYOR PRO TEM			
KIM SCHMITZ, COUNCIL MEMBER			
GARY READY, COUNCIL MEMBER			

The Mayor thereupon declared this Resolution duly passed and adopted this _____ day of JULY 2026.

VILLAGE OF PALM SPRINGS, FLORIDA

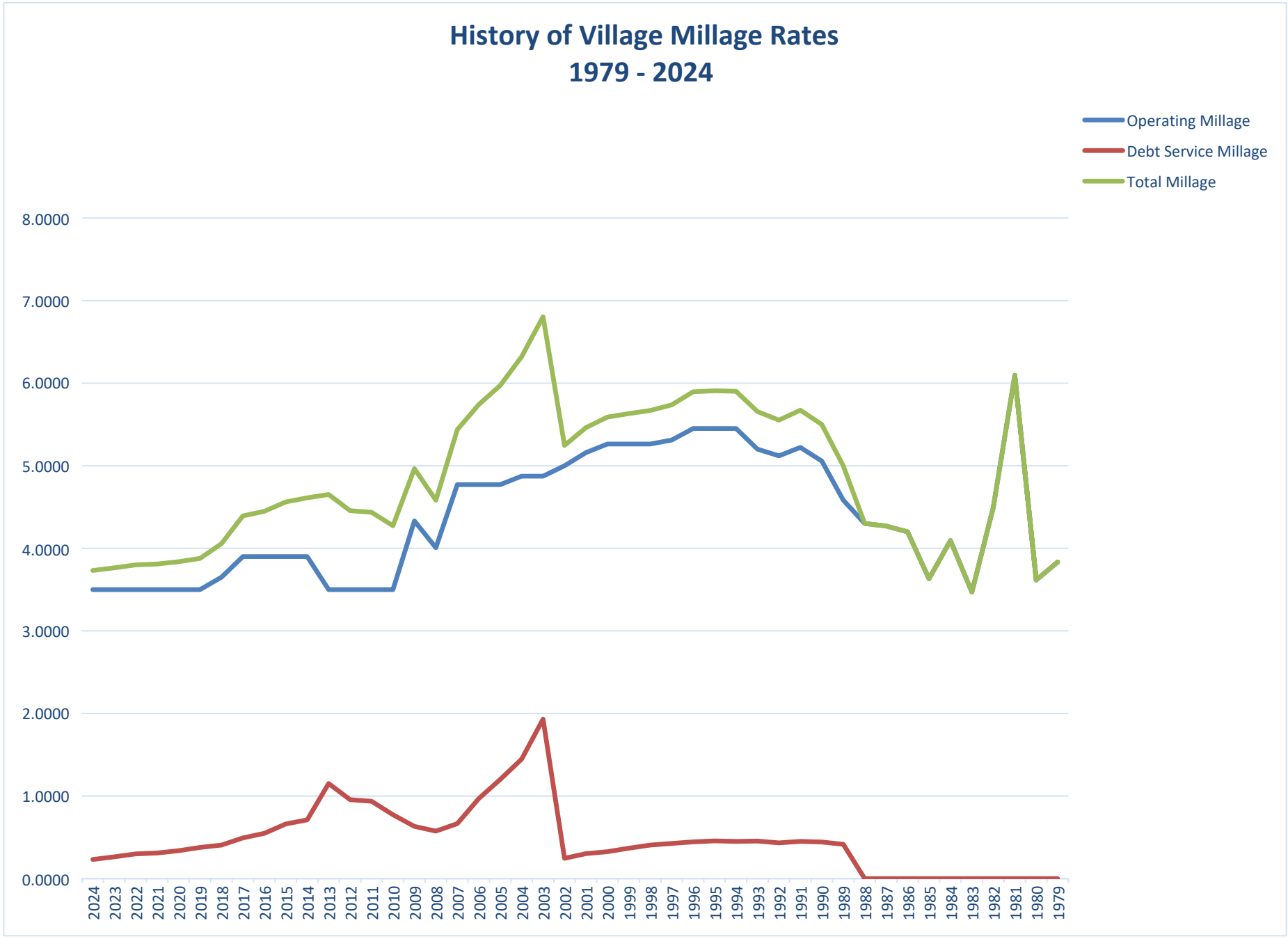
BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

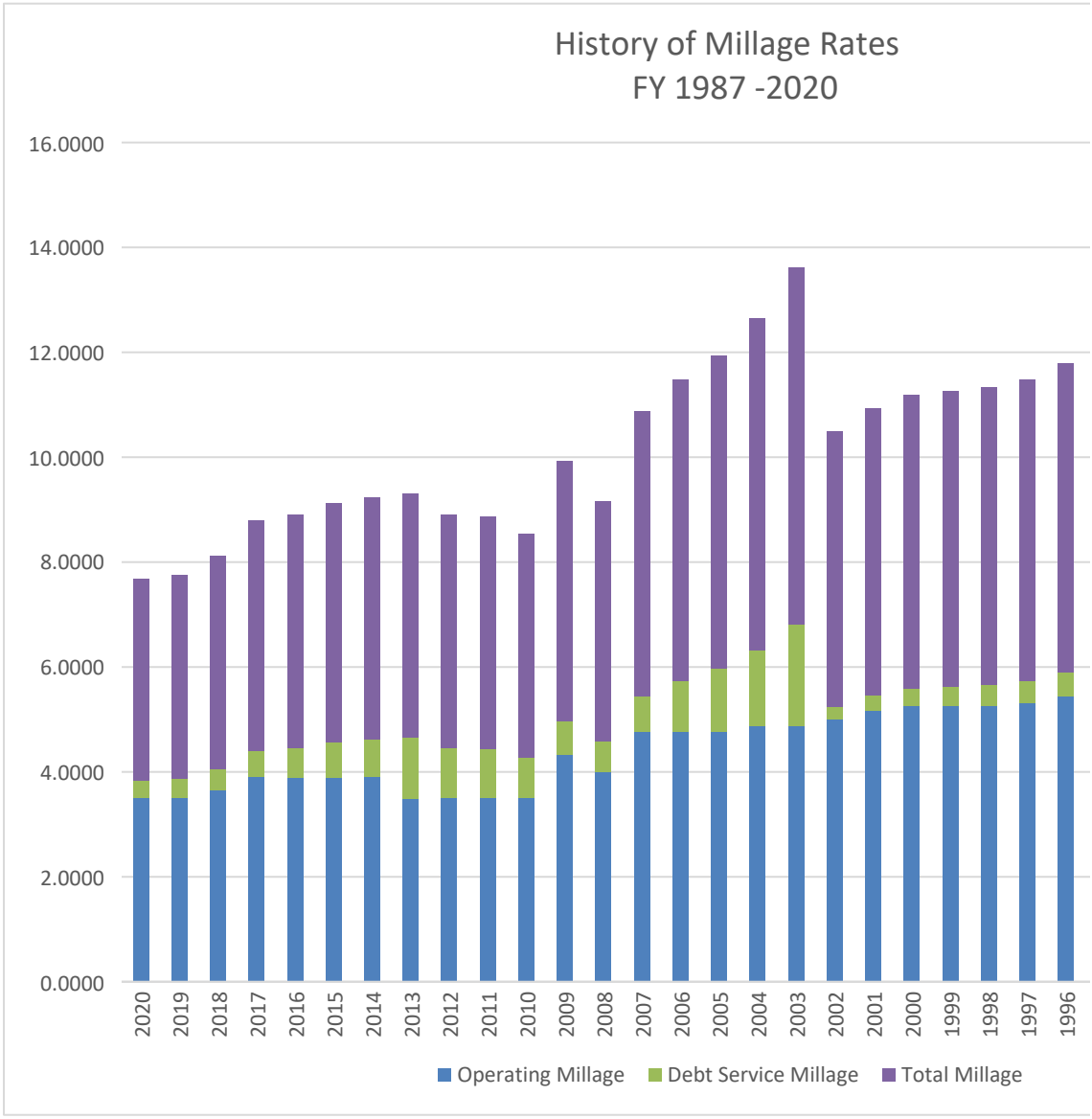
REVIEWED FOR FORM AND LEGAL SUFFICIENCY

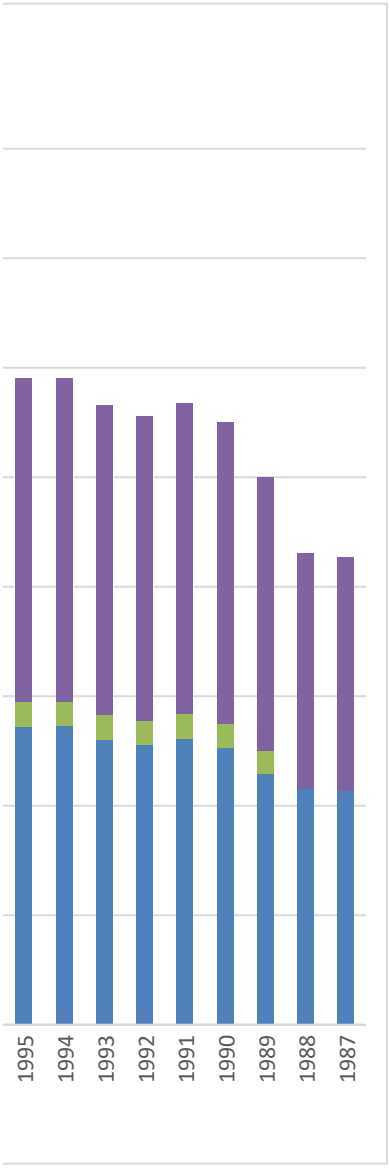
BY: _____
CHRISTY GODDEAU, VILLAGE ATTORNEY


History of Village Millage Rates
1979 - 2024
Operating Millage
Debt Service Millage
Total Millage
8.0000
7.0000
6.0000
5.0000
4.0000
3.0000
2.0000
1.0000
0.0000
2024 2023 2022 2021 2020 2019 2018 2017 2016 2015 2014 2013 2012 2011 2010 2009 2008 2007 2006 2005 2004 2003 2002 2001 2000 1999 1998 1997 1996 1995 1994 1993 1992 1991 1990 1989 1988 1987 1986 1985 1984 1983 1982 1981 1980 1979

Village of Palm Springs
Millage Rates
Fiscal Years 1979 - 2026

Fiscal Year	Operating Millage	Debt Service Millage	Total Millage
2027	*3.5000*	0.1746	*3.6746*
2026	*3.5000*	0.1922	*3.6922*
2025	*3.5000*	0.2121	*3.7121*
2024	*3.5000*	0.2319	*3.7319*
2023	*3.5000*	*0.2639*	*3.7639*
2022	*3.5000*	*0.2994*	*3.7994*
2021	*3.5000*	*0.3104*	*3.8104*
2020	*3.5000*	*0.3381*	*3.8381*
2019	3.5000	0.3777	3.8777
2018	3.6500	0.4062	4.0562
2017	3.9000	0.4930	4.3930
2016	3.9000	0.5484	4.4484
2015	3.9000	0.6620	4.5620
2014	3.9000	0.7117	4.6117
2013	3.5000	1.1520	4.6520
2012	3.5000	0.9560	4.4560
2011	3.5000	0.9368	4.4368
2010	3.5000	0.7736	4.2736
2009	4.3321	0.6325	4.9646
2008	4.0076	0.5755	4.5831
2007	4.7714	0.6657	5.4371
2006	4.7714	0.9692	5.7406
2005	4.7714	1.2009	5.9723
2004	4.8740	1.4468	6.3208
2003	4.8740	1.9311	6.8051
2002	4.9999	0.2458	5.2457
2001	5.1593	0.3026	5.4619
2000	5.2632	0.3262	5.5894
1999	5.2632	0.3684	5.6316
1998	5.2632	0.4064	5.6696
1997	5.3114	0.4261	5.7375
1996	5.4510	0.4450	5.8960
1995	5.4510	0.4570	5.9080
1994	5.4510	0.4510	5.9020
1993	5.2010	0.4550	5.6560
1992	5.1200	0.4330	5.5530
1991	5.2220	0.4510	5.6730
1990	5.0570	0.4430	5.5000
1989	4.5840	0.4160	5.0000
1988	4.3010	0.0000	4.3010
1987	4.2700	0.0000	4.2700
1986	4.2000	0.0000	4.2000
1985	3.6310	0.0000	3.6310
1984	4.0940	0.0000	4.0940
1983	3.4700	0.0000	3.4700
1982	4.5000	0.0000	4.5000
1981	6.0950	0.0000	6.0950
1980	3.6170	0.0000	3.6170
1979	3.8340	0.0000	3.8340


History of Millage Rates
FY 1987 -2020
16.0000
14.0000
12.0000
10.0000
8.0000
6.0000
4.0000
2.0000
0.0000
2020
2019
2018
2017
2016
2015
2014
2013
2012
2011
2010
2009
2008
2007
2006
2005
2004
2003
2002
2001
2000
1999
1998
1997
1996
Operating Millage
Debt Service Millage
Total Millage


1995
1994
1993
1992
1991
1990
1989
1988
1987

PROPOSED BUDGET
VILLAGE OF PALM SPRINGS - FISCAL YEAR 2026-2027

THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE VILLAGE OF PALM SPRINGS ARE 5.5% MORE THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES.

ESTIMATED REVENUES:	MILLAGE PER $1,000	GENERAL FUND	PALM SPRINGS CRA	DEBT SERVICE FUND	WATER & SEWER ENTERPRISE FUND	STORMWATER UTILITY ENTERPRISE FUND	TOTAL VILLAGE BUDGET
Taxes:							
Ad Valorem Taxes	**3.5000**	**$8,074,507**	$918,194				$8,992,701
Voted Debt Service Ad Valorem Tax	**0.1746**			$408,692			$408,692
Sales and Use Taxes		**$445,000**					$445,000
Utility Service Taxes		**$3,995,240**					$3,995,240
Local Business Taxes		**$395,000**					$395,000
Permits and Fees		**$3,684,404**					$3,684,404
Intergovernmental Revenues		**$7,364,123**	$200,000				$7,564,123
Charges for Services		**$3,420,702**			$26,259,918	$532,442	$30,213,062
Fines and Forfeitures		**$273,700**			$297,670		$571,370
Miscellaneous Revenues		**$1,868,855**	$19,500		$1,335,000	$60,000	$3,283,355
TOTAL SOURCES		**$29,521,531**	**$1,137,694**	**$408,692**	**$27,892,588**	**$592,442**	**$59,552,947**
Transfers In		**$4,124,574**	$918,194		$0	$410,494	$5,453,262
Fund Balances/Reserves/Net Assets		**$6,996,612**			$13,996,858	$0	$20,993,470
TOTAL REVENUES, TRANSFERS & BALANCES		**$40,642,717**	**$2,055,888**	**$408,692**	**$41,889,446**	**$1,002,936**	**$85,999,679**

EXPENDITURES/EXPENSES:	MILLAGE PER $1,000	GENERAL FUND	PALM SPRINGS CRA	DEBT SERVICE FUND	WATER & SEWER ENTERPRISE FUND	STORMWATER UTILITY ENTERPRISE FUND	TOTAL VILLAGE BUDGET
Legislative		$921,288					$921,288
Executive		$870,477					$870,477
Finance		$1,265,505					$1,265,505
Legal		$225,000					$225,000
Human Resources		$791,069					$791,069
Information Technology		$1,493,859					$1,493,859
Clerk		$570,573					$570,573
General Government		$622,538					$622,538
Planning, Zoning & Building		$2,072,622					$2,072,622
Law Enforcement		$16,629,873					$16,629,873
Sanitation		$1,863,000					$1,863,000
Water and Sewer Utility					$37,625,644		$37,625,644
Stormwater Utility						$1,002,936	$1,002,936
Public Works		$5,632,409					$5,632,409
Community Redevelopment Agency			$1,983,888				$1,983,888
Economic Development							$0
Library		$1,174,637					$1,174,637
Parks and Recreation		$4,841,099					$4,841,099
Special Events		$340,080					$340,080
Debt Service				$408,692	$211,228		$619,920
TOTAL EXPENDITURES/EXPENSES		**$39,314,029**	**$1,983,888**	**$408,692**	**$37,836,872**	**$1,002,936**	**$80,546,417**
Transfers Out		$1,328,688	$72,000		$4,052,574		$5,453,262
Fund Balances/Reserves/Net Assets							$0
TOTAL APPROPRIATED EXPENDITURES, TRANSFERS, RESERVES & BALANCES		**$40,642,717**	**$2,055,888**	**$408,692**	**$41,889,446**	**$1,002,936**	**$85,999,679**
		$0					

The tentative, adopted and/or final budgets are on file in the office of the above mentioned taxing authority as a public record.

FLORIDA DEPARTMENT OF REVENUE

CERTIFICATION OF TAXABLE VALUE

DR-420
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2026	County : Palm Beach
Principal Authority : Village of Palm Springs	Taxing Authority : Village of Palm Springs - Operating

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	$ 2,350,086,404			(1)
2.	Current year taxable value of personal property for operating purposes	$ 100,115,811			(2)
3.	Current year taxable value of centrally assessed property for operating purposes	$ 0			(3)
4.	Current year gross taxable value for operating purposes *(Line 1 plus Line 2 plus Line 3)*	$ 2,450,202,215			(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	$ 32,946,445			(5)
6.	Current year adjusted taxable value *(Line 4 minus Line 5)*	$ 2,417,255,770			(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	$ 2,282,991,708			(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	☑ YES	☐ NO	Number 1	(8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, *Certification of Voted Debt Millage* forms attached. If none, enter 0	☑ YES	☐ NO	Number 1	(9)

SIGN HERE	**Property Appraiser Certification**	I certify the taxable values above are correct to the best of my knowledge.
	Signature of Property Appraiser: Electronically Certified by Property Appraiser	Date : 6/25/2026 6:36:29 AM

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.

10.	Prior year operating millage levy *(If prior year millage was adjusted then use adjusted millage from Form DR-422)*	3.5000 per $1,000	(10)
11.	Prior year ad valorem proceeds *(Line 7 multiplied by Line 10, divided by 1,000)*	$ 7,990,471	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value *(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)*	$ -0-	(12)
13.	Adjusted prior year ad valorem proceeds *(Line 11 minus Line 12)*	$ 7,990,471	(13)
14.	Dedicated increment value, if any *(Sum of either Line 6b or Line 7e for all DR-420TIF forms)*	$ 276,141,879	(14)
15.	Adjusted current year taxable value *(Line 6 minus Line 14)*	$ 2,141,113,891	(15)
16.	Current year rolled-back rate *(Line 13 divided by Line 15, multiplied by 1,000)*	3.7319 per $1000	(16)
17.	Current year proposed operating millage rate	3.5000 per $1000	(17)
18.	Total taxes to be levied at proposed millage rate *(Line 17 multiplied by Line 4, divided by 1,000)*	$ 8,575,708	(18)

Continued on page 2

19.	TYPE of principal authority (check one)	☐ County	☐ Independent Special District	(19)
		☑ Municipality	☐ Water Management District	
20.	Applicable taxing authority (check one)	☑ Principal Authority	☐ Dependent Special District	(20)
		☐ MSTU	☐ Water Management District Basin	
21.	Is millage levied in more than one county? (check one)	☐ Yes	☑ No	(21)

DEPENDENT SPECIAL DISTRICTS AND MSTUs STOP **STOP HERE - SIGN AND SUBMIT**

22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. *(The sum of Line 13 from all DR-420 forms)*	$ 7,990,471	(22)
23.	Current year aggregate rolled-back rate *(Line 22 divided by Line 15, multiplied by 1,000)*	3.7319 per $1,000	(23)
24.	Current year aggregate rolled-back taxes *(Line 4 multiplied by Line 23, divided by 1,000)*	$ 9,143,910	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. *(The sum of Line 18 from all DR-420 forms)*	$ 8,575,708	(25)
26.	Current year proposed aggregate millage rate *(Line 25 divided by Line 4, multiplied by 1,000)*	3.5000 per $1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate *(Line 26 divided by Line 23, **minus 1**, multiplied by 100)*	-6.21 %	(27)

First public budget hearing	Date :	Time :	Place :
	9/10/2026	5:30 PM EST	226 Cypress Lane Palm Springs 33461

SIGN HERE

Taxing Authority Certification	I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.	
Signature of Chief Administrative Officer :		Date :
Title :	Contact Name and Contact Title :	
Mailing Address :	Physical Address :	
City, State, Zip :	Phone Number :	Fax Number :

Instructions on page 3

CERTIFICATION OF TAXABLE VALUE
INSTRUCTIONS

“Principal Authority” is a county, municipality, or independent special district (including water management districts).

“Taxing Authority” is the entity levying the millage. This includes the principal authority, any special district dependent to the principal authority, any county municipal service taxing unit (MSTU), and water management district basins.

Each taxing authority must submit to their property appraiser a DR-420 and the following forms, as applicable:

- DR-420TIF, Tax Increment Adjustment Worksheet
- DR-420DEBT, Certification of Voted Debt Millage
- DR-420MM-P, Maximum Millage Levy Calculation - Preliminary Disclosure

Section I: Property Appraiser

Use this DR-420 form for all taxing authorities except school districts. Complete Section I, Lines 1 through 9, for each county, municipality, independent special district, dependent special district, MSTU, and multicounty taxing authority. Enter only taxable values that apply to the taxing authority indicated. Use a separate form for the principal authority and each dependent district, MSTU and water management district basin.

Line 8

Complete a DR-420TIF for each taxing authority making payments to a redevelopment trust fund under Section 163.387 (2)(a), Florida Statutes or by an ordinance, resolution or agreement to fund a project or to finance essential infrastructure.

Check "Yes" if the taxing authority makes payments to a redevelopment trust fund. Enter the number of DR-420TIF forms attached for the taxing authority on Line 8. Enter 0 if none.

Line 9

Complete a DR-420DEBT for each taxing authority levying either a voted debt service millage (s.12, Article VII, State Constitution) or a levy voted for two years or less (s. 9(b), Article VII, State Constitution).

Check “Yes” if the taxing authority levies either a voted debt service millage or a levy voted for 2 years or less (s. 9(b), Article VII, State Constitution). These levies do not include levies approved by a voter referendum not required by the State Constitution. Complete and attach DR-420DEBT. Do not complete a separate DR-420 for these levies.

Send a copy to each taxing authority and keep a copy. When the taxing authority returns the DR-420 and the accompanying forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

Section II: Taxing Authority

Complete Section II. Keep one copy, return the original and one copy to your property appraiser with the applicable DR-420TIF, DR-420DEBT, and DR-420MM-P within 35 days of certification. Send one copy to the tax collector. “Dependent special district” (ss. 200.001(8)(d) and 189.403(2), F.S.) means a special district that meets at least one of the following criteria:

- The membership of its governing body is identical to that of the governing body of a single county or a single municipality.
- All members of its governing body are appointed by the governing body of a single county or a single municipality.
- During their unexpired terms, members of the special district's governing body are subject to removal at will by the governing body of a single county or a single municipality.
- The district has a budget that requires approval through an affirmative vote or can be vetoed by the governing body of a single county or a single municipality.

"Independent special district” (ss. 200.001(8)(e) and 189.403 (3), F.S.) means a special district that is not a dependent special district as defined above. A district that includes more than one county is an independent special district unless the district lies wholly within the boundaries of a single municipality.

“Non-voted millage” is any millage not defined as a “voted millage” in s. 200.001(8)(f), F.S.

Lines 12 and 14

Adjust the calculation of the rolled-back rate for tax increment values and payment amounts. See the instructions for DR-420TIF. On Lines 12 and 14, carry forward values from the DR-420TIF forms.

Line 24

Include only those levies derived from millage rates.

CERTIFICATION OF VOTED DEBT MILLAGE

DR-420DEBT
R. 6/10
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2026	County : Palm Beach
Principal Authority : Village of Palm Springs	Taxing Authority : Village of Palm Springs - Voted, Debt
Levy Description : Village of Palm Springs - Voted, Debt	

SECTION I: COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	$ 2,354,449,935	(1)
2.	Current year taxable value of personal property for operating purposes	$ 100,115,811	(2)
3.	Current year taxable value of centrally assessed property for operating purposes	$ 0	(3)
4.	Current year gross taxable value for operating purposes *(Line 1 plus Line 2 plus Line 3)*	$ 2,454,565,746	(4)

SIGN HERE	**Property Appraiser Certification**	I certify the taxable values above are correct to the best of my knowledge.
	Signature of Property Appraiser : Electronically Certified by Property Appraiser	Date : 6/25/2026 6:36:29 AM

SECTION II: COMPLETED BY TAXING AUTHORITY

5.	Current year proposed voted debt millage rate	0.1746 per $1,000	(5)
6.	Current year proposed millage voted for 2 years or less under s. 9(b) Article VII, State Constitution	-0- per $1,000	(6)

SIGN HERE	**Taxing Authority Certification**	I certify the proposed millages and rates are correct to the best of my knowledge.	
	Signature of Chief Administrative Officer :		Date :
	Title :	Contact Name and Contact Title :	
	Mailing Address :	Physical Address :	
	City, State, Zip :	Phone Number :	Fax Number :

INSTRUCTIONS

Property appraisers must complete and sign Section I of this form with the DR-420, *Certification of Taxable Value*, and DR-420S, *Certification of School Taxable Value*, and provide it to all taxing authorities levying a

- Voted debt service millage levied under Section 12, Article VII of the State Constitution or
- Millage voted for two years or less under s. 9(b), Article VII of the State Constitution

Section I: Property Appraiser

Use a separate DR-420DEBT for each voted debt service millage that's levied by a taxing authority. The property appraiser should check the Yes box on Line 9 of DR-420, *Certification of Taxable Value,* or Line 8 of DR-420S, *Certification of School Taxable Value*. The property appraiser should provide the levy description and complete Section I, Lines 1 through 4 of this form, for each voted debt service millage levied.

Enter only taxable values that apply to the voted debt service millage indicated.

Sign, date, and forward the form to the taxing authority with the DR-420.

Section II: Taxing Authority

Each taxing authority levying a voted debt service millage requiring this form must provide the proposed voted debt millage rate on Line 5.

If a DR-420DEBT wasn't received for any
- Voted debt service millages or
- Millages voted for two years or less

contact the property appraiser as soon as possible and request a DR-420DEBT.

Sign, date, and return the form to your property appraiser with the DR-420 or DR-420S.

All TRIM forms for taxing authorities are available on our website at **http://floridarevenue.com/property/Pages/TRIM.aspx**

MAXIMUM MILLAGE LEVY CALCULATION
PRELIMINARY DISCLOSURE

For municipal governments, counties, and special districts

Year: 2026	County: Palm Beach
Principal Authority Name: Village of Palm Springs	Taxing Authority Name: Village of Palm Springs - Operating

1.	Is your taxing authority a municipality or independent special district that has levied ad valorem taxes for less than 5 years?	☐ Yes	☑ No	(1)
	IF YES, STOP ***STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation.***			
2.	Current year rolled-back rate from Current Year Form DR-420, Line 16	3.7319	per $1,000	(2)
	Calculate maximum millage levy			
3.	Majority vote maximum millage rate allowed *(Enter rolled-back rate from line 2)*	3.7319	per $1,000	(3)
4.	Two-thirds vote maximum millage rate allowed *(Multiply Line 3 by 1.10)*	4.1051	per $1,000	(4)
5.	Current year proposed millage rate (See page 3 for Instructions)	3.5000	per $1,000	(5)
6.	**Minimum vote required to levy proposed millage:** (Check one)			(6)
☑	a. Majority vote of the governing body: Check here if Line 5 is less than or equal to Line 3. The maximum millage rate is equal to the rolled-back rate. *Enter Line 3 on Line 7.*			
☐	b. Two-thirds vote of governing body: Check here if Line 5 is less than or equal to Line 4, but greater than Line 3. The maximum millage rate is equal to proposed rate. *Enter Line 5 on Line 7.*			
☐	c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 5 is greater than Line 4. The maximum millage rate is equal to the proposed rate. *Enter Line 5 on Line 7.*			
☐	d. Referendum: The maximum millage rate is equal to the proposed rate. *Enter Line 5 on Line 7.*			
7.	The selection on Line 6 allows a maximum millage rate of *(Enter rate indicated by choice on Line 6)*	3.7319	per $1,000	(7)
8.	Current year gross taxable value from Current Year Form DR-420, Line 4	$ 2,450,202,215		(8)
9.	Current year proposed taxes *(Line 5 multiplied by Line 8, divided by 1,000)*	$ 8,575,708		(9)
10.	Total taxes levied at the maximum millage rate *(Line 7 multiplied by Line 8, divided by 1,000)*	$ 9,143,910		(10)
	DEPENDENT SPECIAL DISTRICTS AND MUNICIPAL SERVICE TAXING UNITS (MSTUs) STOP ***STOP HERE. SIGN AND SUBMIT.***			
11.	Enter the current year proposed taxes of all dependent special districts & MSTUs levying a millage. *(The sum of all Lines 9 from each district's Form DR-420MM-P)*	$ 0		(11)
12.	Total current year proposed taxes *(Line 9 plus Line 11)*	$ 8,575,708		(12)
	Total Maximum Taxes			
13.	Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage *(The sum of all Lines 10 from each district's Form DR-420MM-P)*	$ 0		(13)
14.	Total taxes at maximum millage rate *(Line 10 plus line 13)*	$ 9,143,910		(14)
	Total Maximum Versus Total Taxes Levied			
15.	Are total current year proposed taxes on Line 12 equal to or less than total taxes at the maximum millage rate on Line 14? (Check one)	☑ YES	☐ NO	(15)

Continued on page 2

SIGN HERE	**Taxing Authority Certification** Village of Palm Springs - Operating	I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.	
	Signature of Chief Administrative Officer :		Date :
	Title:	Contact Name and Contact Title:	
	Mailing Address:	Physical Address:	
	City, State, Zip:	Phone Number:	Fax Number:

Complete, certify and submit this Form DR-420MM-P, Maximum Millage Levy Calculation-Preliminary Disclosure, to your property appraiser with a completed Form DR-420, Certification of Taxable Value.

Submit the forms electronically through the Department's Oversight and Assistance System (OASYS) electronic portal using the Truth in Millage (eTRIM) application at https://eportal.oasys.floridarevenue.com/.

All TRIM forms for taxing authorities are available at:
floridarevenue.com/property/forms

MAXIMUM MILLAGE LEVY CALCULATION PRELIMINARY DISCLOSURE INSTRUCTIONS

General Instructions

Each of the following taxing authorities must complete a DR-420MM-P.

- County
- Municipality
- Special district dependent to a county or municipality
- County MSTU
- Independent special district, including water management districts
- Water management district basin

Voting requirements for millages adopted by a two-thirds or a unanimous vote are based on the full membership of the governing body, not on the number of members present at the time of the vote.

This form provides for the calculation of the maximum tax levy for the current year allowed under s. 200.065(5), F.S. Counties and municipalities, including dependent special districts and MSTUs, which adopt a tax levy at the final hearing higher than allowed under s. 200.065, F.S., may be subject to the loss of their half-cent sales tax distribution.

Form DR-420MM-P shows the preliminary maximum millages and taxes levied based on the proposed adoption vote. Each taxing authority must complete, sign, and submit this DR-420MM-P and DR-420, *Certification of Taxable Value* to the property appraiser.

The vote at the final hearing and the resulting maximum may change. After the final hearing, each taxing authority must file Form DR-420MM, *Maximum Millage Levy Calculation Final Disclosure*, with Form DR-487, *Certification of Compliance*, with the Department of Revenue.

Line Instructions

Lines 3 and 4

Millage rates are the maximum that could be levied with a majority or two-thirds vote of the full membership of the governing body. With a unanimous vote of the full membership (three-fourths vote of the full membership if the governing body has nine or more members) or a referendum, the maximum millage rate that can be levied is the taxing authority's statutory or constitutional cap.

Line 5

Rate cannot exceed the statutory rate of the principal taxing authority.

Line 6

Check the box for the minimum vote necessary at the final hearing to levy your adopted millage rate.

Line 7

Enter the millage rate indicated by the box checked in Line 6. If the proposed millage rate is equal to or less than the majority vote maximum millage rate, enter the rolled-back rate. If a two-thirds vote, a unanimous vote, or a referendum is required, enter the proposed millage rate. For a millage requiring more than a majority vote, the proposed millage rate must be entered on Line 7, rather than the maximum rate, so that the comparisons on Lines 11 through 15 are accurate.

References

This form mentions the following documents, which are incorporated by reference in Rule 12D-16.002, Florida Administrative Code. The forms are available at floridarevenue.com/property/forms.

Form	Form Title
DR-420	Certification of Taxable Value
DR-420MM	Maximum Millage Levy Calculation - Final Disclosure
DR-487	Certification of Compliance

FLORIDA

TAX INCREMENT ADJUSTMENT WORKSHEET

DR-420TIF
R. 6/10
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2026	County : Palm Beach
Principal Authority : Village of Palm Springs	Taxing Authority : Village of Palm Springs - Operating
Community Redevelopment Area : Village of Palm Springs CRA	Base Year : 2019

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	$ 565,295,535	(1)
2.	Base year taxable value in the tax increment area	$ 289,153,656	(2)
3.	Current year tax increment value *(Line 1 minus Line 2)*	$ 276,141,879	(3)
4.	Prior year Final taxable value in the tax increment area	$ 532,630,263	(4)
5.	Prior year tax increment value *(Line 4 minus Line 2)*	$ 243,476,607	(5)

SIGN HERE	**Property Appraiser Certification**	I certify the taxable values above are correct to the best of my knowledge.
	Signature of Property Appraiser : Electronically Certified by Property Appraiser	Date : 6/25/2026 6:36:29 AM

SECTION II: COMPLETED BY TAXING AUTHORITY **Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.**

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:

6a.	Enter the proportion on which the payment is based.	100.00 %	(6a)
6b.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 6a)* ***If value is zero or less than zero, then enter zero on Line 6b***	$ 276,141,879	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	$ 0	(6c)

7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:

7a.	Amount of payment to redevelopment trust fund in prior year	$	(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10	per $1,000	(7b)
7c.	Taxes levied on prior year tax increment value *(Line 5 multiplied by Line 7b, divided by 1,000)*	$	(7c)
7d.	Prior year payment as proportion of taxes levied on increment value *(Line 7a divided by Line 7c, multiplied by 100)*	%	(7d)
7e.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 7d)* ***If value is zero or less than zero, then enter zero on Line 7e***	$	(7e)

SIGN HERE	**Taxing Authority Certification**	**I certify the calculations, millages and rates are correct to the best of my knowledge.**	
	Signature of Chief Administrative Officer :	Date :	
	Title :	Contact Name and Contact Title :	
	Mailing Address :	Physical Address :	
	City, State, Zip :	Phone Number :	Fax Number :

TAX INCREMENT ADJUSTMENT WORKSHEET INSTRUCTIONS

Property appraisers must complete and sign Section I of this worksheet and provide it with form DR-420, *Certification of Taxable Value*, to all taxing authorities who make payments to a redevelopment trust fund under:

- s. 163.387(2)(a), Florida Statutes, or
- An ordinance, resolution, or agreement to fund a project or to finance essential infrastructure.

"Tax increment value" is the cumulative increase in taxable value from the base year to the current year within the defined geographic area. It is used to determine the payment to a redevelopment trust fund under:

- s. 163.387(1), F.S. or
- An ordinance, resolution, or agreement to fund a project or finance essential infrastructure. In this case, the taxing authority must certify the boundaries and beginning date to the property appraiser.

"Dedicated increment value" is the portion of the tax increment value used to determine the payment to the redevelopment trust fund. (See s. 200.001(8)(h), F.S.) Calculate the dedicated increment value on this form and enter on either Line 6b or Line 7e.

"Specific proportion," used to determine whether to complete Line 6 or Line 7, refers to the calculation of the tax increment payment. Examples:

- Example 1.

  Section.163.387(1), F.S., states the payment made by the taxing authority should equal 95% of the millage levied times the tax increment value. The specific proportion in this case is 95%. The ordinance providing for the payment may set a percentage lower than 95%. In these cases, the lower percentage would be the specific proportion.

- Example 2.

  Some required tax increment payments are not directly related to the tax increment value. A constant dollar payment is a payment not based on a specific proportion of the tax increment value. Line 7 converts these payments into a proportion based on the prior year's payment and tax increment value to reach the current year's dedicated increment value.

Section I: Property Appraiser

A. Complete Section I of this form for each county, municipality, independent special district, dependent special district, and MSTU that:

- Has a tax increment value and
- Is not exempted from making payments to a community redevelopment trust fund based on tax increments (s. 163.387(2)(c), F.S.).

If a taxing authority has more than one tax increment value, they must complete a separate form for each tax increment value. Send a copy to each taxing authority with the DR-420 and keep a copy. When the taxing authority returns the completed forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight Program - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

B. Enter only tax increment values that apply to the value located within the taxing authority indicated.

Section II: Taxing Authority

Complete Section II of the form, keep one copy, and return the original and one copy to your property appraiser with DR-420 within 35 days of certification. Send one copy to your tax collector.

Additional Instructions for Lines 6 and 7

Complete Line 6 if the payment into the redevelopment trust fund is a specific proportion of the tax increment value.

Complete Line 7 if the payment is based on a calculation other than a specific proportion. Do not complete both Lines 6 and 7.

Village of Palm Springs

Executive Brief

AGENDA DATE: July 23, 2026

DEPARTMENT: Administration

ITEM #11: Resolution No. 2026-30 - Final Garbage Non Ad-Valorem Assessment Rates - FY 26-27

SUMMARY: The Village Council adopted Resolution No. 2026-30, setting the preliminary Non-Ad-Valorem assessment rates for the FY26-27 budget. As a result, Resolution No. 2026-30 proposes to set the final Non-Ad-Valorem assessment roll rates to provide a uniform method for collecting this assessment for garbage, trash and recyclables collection services in the Village on the Palm Beach County Tax Notices.

The Council originally established the uniform method for collecting garbage, trash and recyclables services on the Palm Beach County Tax Notices by adoption of Resolution No. 2008-17 in February 2008. This Resolution included all parcels within the incorporated municipal boundaries of the Village of Palm Springs at that time, as well as all parcels subsequently annexed into the Village.

The proposed rates for Fiscal Year 2026-2027 will be as follows:

Single Family Homes	$ 225
Multi-Family Homes	$ 140
Mobile Homes	$ 140

The Council adopted a corresponding resolution each year setting rates for the upcoming fiscal year. The proposed Resolution would establish the Non Ad-Valorem rates for garbage based on the cost of collection and disposal at that time.

The projected total annual revenue that the Village would assess is expected to be $1,739,585 for 7,367 parcels.

FISCAL IMPACT:
The projected total annual revenue that the Village would assess is expected to be $1,670,001.60 (which is at a 96% collection rate), $1,739,585.

ATTACHMENTS:
1. Resolution No. 2026-30 Final Non Ad Valorem Assessment Rates FY 26-27
2. Form DR 408

RESOLUTION NO. 2026-30

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ADOPTING THE FINAL NON-AD VALOREM ASSESSMENT ROLL FOR FISCAL YEAR 2026 - 2027 TO PROVIDE A UNIFORM METHOD FOR COLLECTING A NON-AD VALOREM ASSESSMENT FOR GARBAGE, TRASH AND RECYCLABLES COLLECTION SERVICES AND RELATED SERVICES ON THE PALM BEACH COUNTY TAX NOTICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs previously adopted Resolution No. 2008-17 on February 14, 2008, stating the intent of the Village to use the Uniform Method of Collecting a Non-Ad Valorem Assessment for garbage, trash and recyclables collection services and other related services for all parcels within the incorporated boundaries of the Village and to include all future annexation of properties into the future during the effective time of the resolution; and

WHEREAS, Resolution No. 2026-30 adopts a final non-ad valorem assessment roll for fiscal year 2026 - 2027; and

WHEREAS, the Village Council has determined to consider a final non-ad valorem assessment roll for fiscal year 2026- 2027, on all parcels within the incorporated municipal boundaries of the Village of Palm Springs, including all parcels of land annexed into the Village from the boundaries set at the time of Resolution No. 2008-17 into the future during the effective term of the resolution.

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

Section 1. The foregoing recitals are hereby affirmed and ratified as being true and correct.

Section 2. The Final Non-Ad Valorem Assessment rates per computed parcels for the Village of Palm Springs for purposes of TRIM for the Fiscal Year 2026 - 2027 are hereby adopted as follows:

Single Family Homes	$225
Multi-Family Homes	$140
Mobile Homes	$140

Section 3. 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:

	Aye	Nay	Absent
BEV SMITH, MAYOR	☐	☐	☐
PATTI WALLER, VICE MAYOR	☐	☐	☐
JOHNNIE TIECHE, MAYOR PRO TEM	☐	☐	☐
GARY READY, COUNCIL MEMBER	☐	☐	☐
KIM SCHMITZ, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared this Resolution duly passed and adopted this 23rd day of July 2026.

VILLAGE OF PALM SPRINGS, FLORIDA

BY:_____
BEV SMITH, MAYOR

ATTEST:
BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY
BY: _____
CHRISTY GODDEAU, VILLAGE ATTORNEY

FLORIDA DEPARTMENT OF REVENUE

Print Form

DR-408A
N. 02/91

CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of _____, located in _____ County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid county is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this county.

In witness whereof, I have subscribed this certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the _____ day of _____ , _____ .
year

_____
Chairman of the Board or authorized agent

of _____
Name of local government

_____ County, Florida

Village of Palm Springs

Executive Brief

AGENDA DATE: July 23, 2026

DEPARTMENT: Public Works

ITEM #12: Resolution No. 2026-31 - Final Stormwater Non Ad-Valorem Assessment Rates - FY 26/27

SUMMARY: The proposed Resolution sets the preliminary Non Ad-Valorem assessment roll rates for Fiscal Year (FY) 2025 and provides a uniform method for collecting this assessment for the stormwater management services within the Village on the Palm Beach County Tax Notices.

The proposed rates for FY 26-27 will be the same as last year:

	Annual Rate
Single Family Residential Condominiums	$48
Multifamily	$48
Commercial (Under 2 ESU's)	$48
Commercial (2 to 4.99)	$96
Commercial (5 to 9.99 ESU's)	$180
Commercial (10 ESU's and above)	$240

The Village Council originally established the uniform method for collection and funding the Village's stormwater management services and projects in July 2016 (Resolution No. 2016-51). The approved Resolution included all parcels within the incorporated municipal boundaries of the Village of Palm Springs at that time, as well as all parcels subsequently annexed into the Village.

The proposed fees and all related data will be submitted to the PBC Property Appraiser's Office and the PBC Information Systems Services department, which provides billing services for the Village.

FISCAL IMPACT:
The proposed FY 2026 rates are the same as last year's rates.

ATTACHMENTS:
1. Resolution No. 2026-31 Approval of Final Non-Valorem Stormwater Rates
2. Certification Form DR 408A - Non-Ad Valorem Assessment Roll

RESOLUTION NO. 2026-31

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ESTABLISHING USER RATES FOR STORMWATER MANAGEMENT ASSESSMENTS FOR EACH PARCEL WITHIN THE BENEFITTED AREA, OTHER THAN NON-ASSESSED PROPERTY; PROVIDING FOR A PUBLIC HEARING; PROVIDING FOR THE FINAL HEARING OF THE STORMWATER ASSESSMENT ROLL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village Council of the Village of Palm Springs, Florida, did, on July 9, 2015, adopt Ordinance No. 2015-27, which provides for the creation and establishment of a Village-wide Stormwater Management System; and

WHEREAS, the Village Council of the Village of Palm Springs did, on December 10, 2015, adopt Ordinance No. 2015-43 which amended Chapter 78 of the Code of Ordinances of the Village of Palm Springs to provide for the method of establishing and collecting Stormwater Management Assessments; and

WHEREAS, the statutory authority for the creation and implementation of Ordinance No. 2015-27, as amended, is predicated on Article VIII, Section 2(b) of the Florida Constitution; Chapter 166, Florida Statutes, as amended and supplemented; Section 403.0893, Florida Statutes, as amended and supplemented; Chapter 197, Florida Statutes, as amended and supplemented; and other applicable provisions of law; and

WHEREAS, the Village Council of the Village of Palm Springs did, on December 10, 2015, adopt Resolution No. 2015-90 stating the intent to use the uniform method of collecting a non-ad valorem assessment for stormwater utility fees; and

WHEREAS, the Village Council of the Village of Palm Springs has found that owners, tenants, and occupants of property within the geographical boundaries of the Village will derive a special benefit from the effective management of stormwater and

other surface water and from the operation, maintenance, and expansion of the stormwater management system; and

WHEREAS, Chapter 78 of the Code of Ordinances of the Village of Palm Springs establishes that the rate for stormwater management assessments for each parcel within the benefited area, other than with respect to non-assessed property, shall be established each year by resolution of the Village Council; and

WHEREAS, billing and collection of the stormwater management assessment shall be accomplished utilizing the uniform method of collection; and

WHEREAS, a rate for stormwater management assessments for the various classes of property (other than non-assessed property) within the benefited area has been calculated as provided in the “Stormwater Study for Justification of Interim Fees”, (previously adopted by the Village Council at its July 9, 2015 meeting) and as further set forth in Section 2 of this resolution; and

WHEREAS, a public hearing on this resolution setting the rates for the purposes of adopting and certifying a stormwater assessment roll is duly noticed; and

WHEREAS, the Village, upon adoption of the rates, shall review the stormwater assessment roll to determine its conformity with the proposed rate resolution and, if, upon the completion of such review the Village shall be satisfied that the Stormwater Management Assessment Roll has been prepared in conformity with the proposed rate resolution, it shall adopt said resolution and ratify and confirm the Stormwater Management Assessment Roll and certify that the Stormwater Management Assessment Roll is correct and proper and is to be used in collecting the stormwater management assessments. Thereafter, if no objections are made by persons affected by the assessment roll at the public hearing or if objections have been made are deemed insufficient by the Village Council, shall thereupon adopt the assessments as shown by the Assessment Roll; and

WHEREAS, the owner of each parcel within the benefited area for which a stormwater assessment is levied shall thereafter be responsible for payment, therefore.

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

Section 1. The foregoing recitals are hereby affirmed and ratified as being true and correct.

Section 2. That the Village Council does hereby adopt, after public hearing, the final rates as previously set forth which are as follows:

Single Family Residential and Condominiums	$ 48.00 per year
Multi-Family Units	$ 48.00 per year
Commercial (under 2 ESU's)	$ 48.00 per year
Commercial (2 to 4.99 ESU's)	$ 96.00 per year
Commercial (5 to 9.99 ESU's)	$ 180.00 per year
Commercial (10 ESU's and above)	$ 240.00 per year

Section 3. The final tax roll for FY 26/27 is $549,972 based on 7,785 parcels.

Section 4. 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:

	Aye	Nay	Absent
BEV SMITH, MAYOR	☐	☐	☐
PATTI WALLER, VICE MAYOR	☐	☐	☐
JOHNNIE TIECHE, MAYOR PRO TEM	☐	☐	☐
GARY READY, COUNCIL MEMBER	☐	☐	☐
KIM SCHMITZ, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared this Resolution duly passed and adopted this 23rd day of JULY 2026.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
CHRISTY GODDEAU, VILLAGE ATTORNEY

FLORIDA DEPARTMENT OF REVENUE

Print Form

DR-408A
N. 02/91

CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of _____, located in _____ County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid county is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this county.

In witness whereof, I have subscribed this certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the _____ day of _____ , _____ .
year

_____
Chairman of the Board or authorized agent

of _____
Name of local government

_____ County, Florida